

FIFTH ANNUAL REPORT
OF THE
RAILROAD
COMMISSION
OF THE
STATE OF FLORIDA,



FOR YEAR ENDING MARCH 1, 1902.

TALLAHASSEE, FLA.
I. B. HILSON, STATE PRINTER.
1902.

COMMISSIONERS.

R. H. M. DAVIDSON, <i>Chairman</i> , Commissioner; HENRY E. DAY, Commissioner; JOHN M. BRYAN, Commissioner; JOHN L. NEELEY, JR., <i>Secretary</i> .	}	July 1, 1897, to January 3, 1899.
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HENRY E. DAY, <i>Chairman</i> , Commissioner; JOHN M. BRYAN, Commissioner; JOHN L. MORGAN, Commissioner; JOHN L. NEELEY, JR., <i>Secretary</i> .	}	January 3, 1899, to January 8, 1901.
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HENRY E. DAY, <i>Chairman</i> , Commissioner; JOHN M. BRYAN, Commissioner; JOHN L. MORGAN, Commissioner; 1. JOHN L. NEELEY, JR., <i>Secretary</i> .	}	New term beginning January 8, 1901.
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HENRY E. DAY, <i>Chairman</i> , Commissioner; JOHN M. BRYAN, Commissioner; JOHN L. MORGAN, Commissioner; ROYAL C. DUNN, <i>Secretary</i> .	}	
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1. Resigned October 1, 1901, and Royal C. Dunn elected as his successor.

Report of the Railroad Commission.

OFFICE OF THE RAILROAD COMMISSION, }
STATE OF FLORIDA, }
TALLAHASSEE, March 1, 1902. }

To His Excellency,

W. S. JENNINGS,

Governor of Florida:

SIR: In obedience to the requirements of Section 16 of the Act creating the Railroad Commission of Florida, we have the honor to submit to you the fifth annual report of the transaction of this Commission for the period beginning March 1, 1901, and ending February 28, 1902.

The transactions of this office, which the statute directs shall be annually reported, include everything done or attempted to be done by the Commissioners in the discharge of their duties under the law. A record of each day's proceedings is kept, which shows every transaction, involving a wide range of questions connected with the transportation of persons and property by railroad. These embrace the revising, allowing and adopting, for the use of each railroad company doing business wholly or in part within the State, of schedules of just and reasonable rates of fare and charges for the transportation of passengers, freights and cars over the railroads operated by it in this State; the making of just and reasonable rules and regulations to be observed by said railroad companies "as to charges at any and all points for the necessary handling and delivery of all kinds of freight and transportation of passengers;" the prevention of unjust discriminations between persons and localities; requiring railroad companies to establish and maintain adequate and suitable freight and passenger depots; the erection and use of union passenger depots by two or more railroads entering the same town. Also, the preparation of forms for annual or other reports, which the law requires railroads to make to the Commission to enable it to prescribe just rates, fares and charges, and rules and regulations, and from which to compile and tabulate statistics relating to the organization, capitalization, traf-

fic, earnings, expenses, etc., of the different railroad companies in this State; the hearing and investigating and deciding all complaints against railroads for violations of the statute or the rules and regulations of the Commission made thereunder; the enforcing of the same through the courts of the state, by instituting suits in the name of the State through the Attorney-General or State Attorney, for the penalties prescribed by law for refusal to comply therewith. Full and complete records and files of all letters, complaints, schedules, rules and regulations, investigations and orders, together with the monthly and annual returns, rate sheets, joint tariffs, and circular orders of railroad companies, and all other papers and communications issued by or filed with or submitted to the Commission, are kept by the Commission in systematic order for ready reference—of the variety and volume of which the public probably have no adequate conception.

ADJUSTMENT OF CLAIMS AND CORRECTION OF ABUSES.

The Commissioners have been impressed and oftentimes embarrassed at the manifest hesitation of many persons who have suffered wrongs at the hands of railroads, in making complaints to the Commission, so that such wrongs may be corrected. It is largely for this purpose that this department of the State government is in existence, and those persons who have acquainted themselves with the powers and duties of the Commission, and the very simple process of obtaining redress for wrongs committed by the railroads, through the medium of the Commission, have availed themselves of the advantages here offered, with the result that in a large majority of cases our adjustment of complaints submitted have been accepted by the complainants with expressions of entire satisfaction. If a shipper or consignee or passenger has been overcharged by a railroad company, he need only address a letter to the Commission at Tallahassee, stating his complaint in his own way. In ordinary cases, the services of a lawyer are quite superfluous, and the only expense to be incurred by the complaint would be a few cents for postage.

Complaints are immediately investigated, and if ascer-

tained to be well founded, the overcharge is directed to be refunded or the unjust discrimination to be discontinued. If the order is not obeyed, the matter is placed in the hands of the Attorney-General or the State Attorney for suit in the name of the State, as provided by law. So long as the subject matter of a complaint is within the jurisdiction vested by law in the Railroad Commission, neither the amount of money involved—be it large or small—nor the nature of the complaint will interfere with its adjustment by the Commission with all due dispatch. Again, this Commission is in open session every week day of the year, and will at any time entertain complaints submitted to it.

These observations are made in the hope that a greater number of the people will avail themselves of the services of the Commission to correct wrongs coming within its jurisdiction. In proportion as this is done will the usefulness of the Commission increase. This board has no officer or agent to travel over the State in search of claims and complaints for adjustment; but when these are submitted to us they are treated with as much consideration as would be given them by any of the courts, and without the necessary delay and expense which usually attend proceedings in the courts.

RAILROADS PROSPEROUS.

During the past year there has been unusual activity along all lines of business coming under the supervision of this Commission. It has been a period of uncommon prosperity for practically all the transportation companies. The heavy deficits heretofore exhibited by several roads are shown by the reports for the past year to have either been converted into net earnings or the deficits materially diminished, as compared with previous years. The roads as a whole show handsome net earnings from operation as a result of the past year's traffic. The total increase in net earnings from operation of the railroads reporting for the year ending June 30, 1901, over the year ending June 30, 1900, was \$347,241.09, or 18.11 per cent. This result, in view of the many reductions in rates and classification by the Commission in the past few years, is very gratifying, and it is confidently hoped that this satisfactory condition will continue.

STATISTICAL TABLES.

A prominent feature of this annual report is the large amount of information concerning the condition and operations of railroads in Florida during the twelve months ending June 30, 1901, which will be found in the Statistical Tables published in the Appendix. These tables are more complete and exhaustive than those which it was practicable to prepare for preceding reports of this Commission. The statistics are collected from the annual reports filed with the Commission by the railway companies in obedience to Section 10 of the Railroad Commission law, which requires such reports to present "a full and true statement under oath of the proper officers of said corporation, of the affairs of such corporation, company or common carrier as the same existed on the first day of the preceding July, etc."

Reports have been received from nineteen railroad companies which operate in this State. Attention is called in foot notes to the tables that no reports have been received from the following railroads: Georgia, Florida and Alabama; Pensacola and Andalusia; Pensacola, Alabama and Tennessee (which now operates the Pensacola and Perdido Railroad under lease); South Georgia; Tallahassee Southeastern; and the Valdosta Southern. The Georgia, Florida and Alabama Railroad—formerly the Georgia Pine Railroad Company of Georgia—is still under construction and at the date of this report is just completing its line from Tallahassee northerly to Bainbridge, Georgia. The Pensacola and Andalusia Railroad is a private road, owned by Skinner and McDavid, of Escambia, Santa Rosa County. The Pensacola, Alabama and Tennessee Railroad Company has failed to file its statement. The South Georgia Railway Company, the Tallahassee Southeastern Railroad Company and the Valdosta Southern Railway Company are new roads, which had not begun operations in Florida during the period covered by these statistical tables.

It is believed that these statistics will prove interesting and present useful information to a large proportion of the people. It is the purpose of the Commission to incorporate in the future annual reports even more exhaustive statistical tables throwing light upon the con-

dition and operations of railway companies doing business in Florida.

The titles of the statistical tables contained in this report are:

- Table 1. Length and Terminals of Main and Branch Lines or Railroads in Florida, June 30, 1901.
- Table 2. Mileage of Railroads in Florida June 30, 1901.
- Table 3. Capital Stock and Bonds of Railroads in Florida June 30, 1901.
- Table 4. Gross Earnings from Operations of Railroads in Florida During the Twelve Months Ended June 30, 1901.
- Table 5. Operating Expenses of Railroads in Florida During the Twelve Months Ended June 30, 1901.
- Table 6. Statement of Freight Earnings, Passenger Earnings, Gross Earnings from All Sources, Operating Expenses and Net Earnings (or Deficit) per mile of road, for the Railroads of Florida, for the Year Ending June 30, 1901.
- Table 7. Statistics of Freight Traffic of the Railroads in Florida for the Twelve Months Ending June 30, 1901.
- Table 8. Statistics of Passenger Traffic of the Railroads in Florida for the Twelve Months Ending June 30, 1901.
- Table 9. Comparison of Gross Earnings, Operating Expenses and Net Earnings from Operation of Railroads in Florida for the two years ended, respectively, June 30, 1900, and June 30, 1901.
- Table 10. Freight Tonnage Movement (Classified by Commodities, etc.) over Railroads in Florida During the Year Ended June 30, 1901.
- Table 11. Number of Officers and Employes of Railroads in Florida, June 30, 1901.
- Table 12. Accidents to Persons on Railroads in Florida During the Twelve Months Ended June 30, 1901.
- Table 13. Abstract of Income Accounts of the Railroads in Florida for the Year Ending June 30, 1901.
- Table 14. Statement Showing for the Railroads in Florida the Rate per cent. of their Net Earnings (or Deficit) to Amount of their Capital Stock and Bonds Outstanding, and to their valuation as Assessed by the State Comptroller for Taxes for the Year 1901.

LENGTHS AND TERMINALS OF MAIN LINES AND BRANCHES.

Table 1. Shows for each road the length and terminal points of each line, branch or spur; and where one of such terminal points is without the State of Florida, both the length of the main line, branch or spur between the terminals and the mileage of such line in Florida are shown. The aggregate mileage operated by each railroad in Florida and the combined aggregate are also exhibited. The total mileage in this table does not represent all the railroad mileage of every class in Florida, for it does not include yard track and sidings, which, however, are shown in Table 2. It does show the total mileage of main track, branches and spurs operated in Florida by the nineteen railways making regular reports—and that mileage is 3,070.16 miles

MILEAGE.

Table 2. This table shows in detail the total length of track of each class for each railroad in the State. The totals show that on June 30, 1901, the railroad mileage in Florida was as follows: Main track, 2,774.35 miles; branches and spurs, 403.19 miles; yard track and sidings, 288.91 miles; total mileage, 3,466.45 miles.

CAPITAL STOCK AND BONDS.

Table 3. Shows for each railroad in Florida for which report was rendered, 3,026.44 miles being represented the amount, on June 30, 1901, of its outstanding capital stock and bonds, separately; with columns showing the amounts per mile of road of stock, of bonds, and of stock and bonds added. The totals for all the roads are as follows: Capital Stock, \$35,328,728.17; bonds, \$35,001,472.88; aggregate \$70,330,201.05. General averages per mile of road: Capital Stock, \$11,673.36; bonds, \$11,565.23; aggregate, \$23,238.59. In the cases of those roads having lines partly within and partly without the State of Florida, the amounts of both capital stock and bonds shown in this table are only such portions of the entire capitalization as are covered by their mileage within the State.

GROSS EARNINGS FROM OPERATION.

Table 4. This table shows the gross earnings from operation of Florida railroads during the year ending June 30, 1901, stating separately for each road its passenger, mail, express, freight and miscellaneous earnings. The totals for the year were as follows: Passenger revenue, \$2,416,881.11; mail revenue, \$334,731.91; express revenue, \$430,681.67; extra baggage, storage, etc., \$21,082.29; total passenger earnings, \$3,203,376.98; total freight earnings, \$5,595,338.89; miscellaneous earnings \$380,417.98; total gross earnings from operation, \$9,179,133.85. This is an increase of \$2,015,465.56, or 28.13 per cent. over the gross earnings of the same roads for the preceding twelve months.

OPERATING EXPENSES.

Table 5. Shows the operating expenses in Florida of the nineteen railroads reporting to this Commission. Under this general head the expenses of operation for all the roads are subdivided, and the table shows the following totals for the roads as a whole: Maintenance of ways and structures, \$1,780,815.33; maintenance of equipment, \$1,243,029.68; conducting transportation, \$3,521,028.85; general expenses, \$368,422.46;—total operating expenses \$6,915,296.32. This is an increase of \$1,668,224.70, or 31.79 per cent., over the total operating expenses of the same roads for the preceding twelve months. The general average of percentage of operating expenses to gross earnings was 75.33 per cent. For the year ending June 30, 1900, it was 73.24 per cent.

AVERAGE RESULTS FROM OPERATION PER MILE OF ROAD.

Table 6. Is a statement of freight earnings, passenger train earnings, gross earnings from all sources, operating expenses, and income (or deficit) from operation, *per mile of road*, for each of the operated Florida railroads. In making these computations, yard tracks and sidings were excluded. Taking the roads reporting as a whole, their averages per mile of road were as follows: Freight earnings, \$1,816.74; passenger train earnings, \$1,040.09;

gross earnings from all sources, \$2,980.32; operating expenses, \$2,245.31; and income from operation, \$735.01. Gross earnings increased \$654.39 per mile, while operating expenses were increased \$541.62 per mile, comparisons being made between the reports submitted for the years ending, respectively, June 30, 1900, and June 30, 1901. In gross earnings per mile of road, the best showings were made as follows: Pensacola Railroad, \$8,986.88; Savannah, Florida and Western, \$4,837.37; Florida East Coast Railway, \$3,266.02; Pensacola and Atlantic, \$3,054.08; Seaboard Air Line, \$3,034.14; and Silver Springs, Ocala and Gulf, \$2,911.87. In net earnings, the Silver Springs, Ocala and Gulf makes the best showing, \$1,471.26 per mile of road, followed by the Savannah, Florida and Western, \$1,391.01, and the Pensacola and Atlantic, \$1,027.76.

FREIGHT TARIFF.

Table 7. Statistics of freight traffic of the Florida railroads during the year ending June 30, 1901, showing, besides other matters, for each road for which the data could be ascertained, the average distances that freight was hauled, the average amount per ton received for transporting freight, average receipts per ton per mile hauled, and average freight earnings for each mile of road and for each mile run by freight trains. General averages are as follows: Average distance that freight was hauled, 94.28 miles; average receipt per ton of freight, \$1.11.6; average receipt per ton per mile hauled, 1.17 cents; average freight receipts per mile of road, \$1,854.44; and average freight earnings per train mile, \$1.06.1.

The apparent discrepancy exhibited in this table, as compared with table 4, in the item of Total Freight Earnings, is explained by the facts that the figures here shown for the Atlantic, Valdosta and Western Railway cover only the months of April, May and June, 1901, the records for other months having been destroyed by the Jacksonville fire of May 3, 1901; that the Jacksonville and Southwestern railroad had all of its mileage, car and tonnage records destroyed by the same fire, and that the report of the Yellow River Railroad does not furnish the data for this table. These three railroads all report their total freight earnings under another head, and from such other head they have been entered into table 4.

PASSENGER TRAFFIC.

Table 8. Statistics of passenger traffic of the railroads of Florida for the year which ended June 30, 1901, as far as could be ascertained, showing for each road the average distance that passengers were carried, average amount received per passenger, average receipts per passenger per mile, average amount of passenger train earnings per mile of road, and for each mile run by passenger trains, and the number of revenue-paying passengers carried. The number of passengers carried by the roads reporting was 2,001,092. The general averages for the other heads were as follows: Average distances that passengers were carried, 44.99 miles; average receipts per passenger, \$1.18.97; average receipts per passenger per mile, 2.64 cents; average earnings of passenger trains per mile of road, \$1.081.63; and average passenger train earnings for each mile run by passenger trains, \$1.02.27.

The apparent discrepancy exhibited in this table as compared with table 4, in the item of Total Passenger Earnings, is explained by the facts that the mileage and car records of the Atlantic, Valdosta and Western Railway Company and the Jacksonville and Southwestern Railroad Company were destroyed by fire on May 3, 1901, and that the report of the Yellow River Railroad does not furnish the data for this table. These three railroads, however, all report their passenger earnings under another head, and from such other head they have been entered into table 4.

RESULTS FROM OPERATIONS FOR LAST TWO YEARS COMPARED.

Table 9. This table gives a comparison for the two years ending, respectively, June 30, 1900, and June 30, 1901, of the gross earnings, operating expenses, and results from operation (whether income or deficit) of each operated Florida railroad reporting. It also shows for each road whether the net result was better or worse for the latter year, and the amount of such difference. The totals for all the railroads of the State show as follows: Increase in gross earnings for the year ending June 30, 1901, compared with the preceding year, \$2,015,465.56, or 28.13 per cent.; increase in operating expenses, \$1,668,-

224.70, or 31.79 per cent.; and increase in income from operation, \$347,241.09, or 18.11 per cent. For the year ending June 30, 1901, the aggregate gross earnings were \$9,179,133.85; operating expenses were \$6,915,296.32, and income from operation, \$2,263,837.53.

FREIGHT TONNAGE MOVEMENT.

Table 10. Shows the amount in tons of each of the principal commodities and groups of articles, and of the aggregate amount of revenue-yielding freight transported on each Florida railroad during the year which ended June 30, 1901. While these figures are fairly reliable, as far as each railroad is concerned, and are taken from the sworn reports filed by the several railroads, yet, in considering the totals for the roads as an aggregate, it should be borne in mind that each railroad company reports for itself the tonnage carried by it over the whole or any part of its road, regardless of the fact whether or not much of the same freight has been or was to be transported over one or more other Florida roads. The result, therefore, (and necessarily except at great expense to the railroad companies) is that in many instances the same tonnage is counted two and possibly even more times, and that the aggregate for the roads, as a whole, is considerably in excess of the true number of different tons hauled. Attention is also called to the fact that the Seaboard Air Line Railway reported its tonnage movement of the different commodities for its entire line, and not by States. This road reported that its total tonnage movement for Florida was 1,429,607 tons. As it is credited in the Total column with hauling 3,998,081 tons, the difference between these figures—2,568,474 tons—should be deducted from the grand total, which would make that 4,319,481 instead of 6,887,955 tons.

This table, however, is of use in showing the relative amounts of different kinds of freight carried on particular roads.

GENERAL OFFICERS AND EMPLOYEES.

Table 11. Here are shown the number of general officers and the number of employes (classified) of each Florida railroad reporting, on June 30, 1901. The total number of officers and employes shown by the table is

17,935; but a foot note calls attention to the fact that the Atlantic, Valdosta and Western and Seaboard Air Line Railways report the number of their officers and employes for their entire lines, not for the State of Florida separately.

ACCIDENTS TO PERSONS.

Table 12. This table shows for each Florida railroad the number of accidents to persons which occurred thereon during the year ending June 30, 1901. It contains columns showing the number of accidents to each of three classes, viz.: employes, passengers, and other persons; and further, under each of these headings, the number killed and the number injured. The total number of persons killed was 53, and of injured 737. Of those killed, 11 were employes, 1 was a passenger, 31 were other persons who were trespassing, 2 were other persons not trespassing, and 7 were killed by accidents from other causes than the movement of trains. Of those injured, 256 were employes, 45 were passengers, 38 were other persons who were trespassing, 18 were other persons not trespassing, and 365 were injured by accidents from other causes than the movement of trains.

The following railroads reported no accidents to persons: Atlantic, Valdosta and Western; Carrabelle, Tallahassee and Georgia; Florida Midland; Live Oak and Gulf; Tavares and Gulf, and Yellow River Railroad.

ABSTRACT OF INCOME ACCOUNTS.

Table 13. Abstract of income accounts for the year ending June 30, 1901, of those railroad companies (nineteen in number) which made report of the same to this Commission, showing the balances to the credit or debit of income account, both on June 30, 1900, and June 30, 1901, and in a general way the entries between those dates. From all of the roads having part of their lines in Florida and part in other States, we have obtained abstracts of income account covering only that portion of their business done by their lines within Florida, and these abstracts have been inserted in this table. This table, therefore, exhibits only the status of the income account of railroad property entirely within the State of Florida, and the abstracts for the interstate railways—

the Seaboard Air Line, Plant System (S. F. and W.) Georgia Southern and Florida, and Atlantic, Valdosta and Western—do not cover those parts of their lines outside of Florida.

Considering the railroad properties which were reported for as an entirety, the following is a condensed statement:

Accumulated deficit from organization of companies to June 30, 1900.....	\$1,510,065 20
Interest on Funded debt accrued.....	1,676,004 38
Other Interest Accrued.....	95,944 85
Taxes	357,076 67
Expended for Permanent Improvements..	214 85
Other Deductions for the Year.....	328,619 07
Dividends Paid on Capital Stock.....	260,730 72
Total deficits and debits.....	\$4,228,655 74

CREDITS.

Income from Operation.....	\$2,273,503 08
Other Income During the Year.....	205,267 39

Total Credits.....\$2,478,770 47

The net deficit on June 30, 1901, was, therefore, \$1,749,885.27.

RATIO OF NET EARNINGS TO CAPITALIZATION AND TO ASSESSED VALUATION.

Table 14. Is a statement showing for each of the steam railroads operated in the State during the year the amount at which its property was valued by the State Comptroller, with the "assistance and advice of the Attorney-General and Treasurer of the State," under the provisions of Section 376 of the Revised Statutes of Florida, for State, County and School District taxes for the year 1901; the total of such taxes assessed against each road for such year; the amount of the capital stock and bonded debt combined of each road outstanding (covering only property in Florida); and the rate per cent. which its net earnings or deficit from operation for the year ending June 30, 1901, bears to its said assessed valuation and to its capitalization.

The totals show that the aggregate valuation of rail-

road property assessed for taxation by the State Comptroller was \$18,925,178.16. The aggregate of the capital stock and bonds of these roads was \$70,330,201.05. The average ratio of net earnings from operation to such assessed valuation, taking the roads as a whole, was 11.91 per cent; and the ratio of net earnings from operation to the aggregate of their capital stock and bonds was 3.21 per cent.

The apparent discrepancy between the amount of taxes shown in the second column of this table as assessed for the year 1901 and the amount shown in the eighth column of Table 13, is explained by two facts; (a) the former does not include municipal, internal revenue and other taxes, and (b) the latter are all taxes reported by the railroads as having been paid between June 30, 1900, and June 30, 1901, while the taxes shown in this table are the amounts assessed for State, County and School District taxes, and these only, for the year ending December 31, 1901.

COMMISSION DOES NOT ASSESS RAILROADS.

The Railroad Commission is given no authority by law to value or assess railroad or any other property for taxation. Section 376 of the Revised Statutes of Florida places the duty and power to assess railroad property upon the State Comptroller, acting with the "assistance and advice of the Attorney-General and Treasurer of the State."

This section is as follows:

"376. *Assessment of Railroads.*—The president and secretary, or superintendent or manager of any railroad company, or receiver of any railroad, whose track or road-bed, or any part thereof, is in this State, shall annually, on or before the first Monday in March, return to the Comptroller of the State, under oath, the total length of such railroad; the total length and value of such roads or lines including rights-of-way, road-bed, side track and main track, in this State; and the total length and value thereof in each county, city or incorporated town in this State as of the first day of January; they shall also make return of the number and value of all their locomotive engines, passenger, freight, platform, construction and other cars and appurtenances; and

should any railroad company or its officers fail to make the returns required by this act on or before the first Monday in March, or should the Comptroller have reason to believe that any return so made does not give a complete and correct value of such railroads and property, the Comptroller, with the assistance and advice of the Attorney-General and Treasurer of the State, shall have power to assess the same from the best information they can obtain, and the value of the locomotive engines, passenger, freight, platform, construction and other cars and appurtenances shall be apportioned by the Comptroller, pro rata, to each mile of main track, and the Comptroller shall notify the assessor of each county, through which said railroad runs, of the number of miles of track and the value thereof, and the proportionate value of personal property taxable in their respective counties, and he shall also apportion the same among the cities and incorporated towns into which said roads run; and upon the value thus ascertained and apportioned, taxes shall be assessed the same as upon the property of individuals."

INTERSTATE FREIGHT RATES.

One of the leading causes of contention between shippers and carriers is the question of freight rates to and from points within the State and points without the State. Although in the second annual report of this Board attention was called to the fact that we are vested with no power to make or regulate rates for this interstate traffic, complaints are still received asking our interposition in cases of alleged unreasonable rates or wrong adjustment of rates on interstate shipments.

The territorial jurisdiction of this Commission's powers in all matters is fully and precisely defined in the opening sentence of Section 5 of the Railroad Commission Law, as follows: "The provisions of this chapter shall apply to the transportation of passengers and property and to the receiving, delivery, storage and handling of property wholly within this State, and shall apply to all railroad corporations, railroad companies and common carriers engaged in this State in the transportation of passengers or property by the railroads or common-carriers therein, *from any point within this State to any point within this State.*"

The Commission is clothed with full power to make reasonable and just rates of freight and passenger tariffs, to be observed by all railroad companies over their lines and connecting lines *between points within this State*; and to create rating or basing points at places where competing roads meet, or where water or other competition exists, and to break the continuity of rates to and from such points, so as to maintain competition between rival lines and points, and may, in fixing the rate upon any commodity, take into consideration the competition between different localities shipping such commodities.

But so far as exercising any control whatever over freight rates on interstate traffic is concerned, this Commission is entirely without jurisdiction or power, and when the shippers—especially the fruit and truck growers—point out that they do not enjoy relatively as low rates as shippers of similar consignments from Mississippi and Mexico, from Louisiana and Tennessee, the only answer is that these latter are interstate rates fixed by the Interstate Commerce Commission or by different circumstances of competition and traffic movement.

The basis of making interstate freight rates in the Southeastern territory—in our judgment, an unfair and unreasonable basis—is that the rate is made by taking the sums of the local rate to the point of distribution or basing point plus the rate fixed by the competition between carriers to the point of destination. In many cases this rule has resulted in charging for mileage over which the shipment was never carried.

No State Railroad Commission in this territory has had jurisdiction to correct this abuse, but there is good reason to hope that litigation now pending in the Federal Courts will bring relief at an early date. This unreasonable method of rate adjustment has been attacked in the case of Calloway vs. Louisville and Nashville Railroad Company, which is now pending in the United States Supreme Court on appeal, after having been decided in both the lower Federal Courts against the railroad company. Should these decisions be sustained in the court of last resort, the entire system of rate making in the Southeastern territory will be entirely revolutionized and placed upon a more equitable and liberal basis. We think it clear that all such rates should be made upon a straight

mileage basis, and that no burden should be placed upon the commerce of the country that is not justified by the actual number of miles hauled.

CLASSIFICATION.

In our 4th annual report mention was made of the final adoption of a freight classification for the government of the transportation lines, operating within the State of Florida. This Classification became effective May 15th, 1901. In arranging this Classification more than five hundred items of freight commonly used in this State were so classified as to result in such a reduction of rates as would be most generally felt by the people of the State. The reductions ranged from 20 to 140 per cent. We consider this by far the most important and valuable work done by the Commission since its organization. It has saved many thousands of dollars to the merchants and consumers of Florida. This Classification was accepted by all the transportation lines within the State without litigation. It has now been in use for ten months and thus far has given entire satisfaction to the people and the railroads, and we have every reason to believe it will continue to do so. It is only reasonable that in a work of such magnitude, errors and omissions will appear, but the correction of these, together with other changes, will be made from time to time as necessity demands. In all such cases both the railroads and the people will have an opportunity to be heard as to the reasonableness of such changes. No changes can be made, however, without the sanction of the Commission.

The greatest objection to the system formerly in vogue was the continual fluctuation in rates, the railroads having power to increase rates at pleasure by simply making changes in Classification. These changes were not only made without warning, but they succeeded one another with a rapidity that deprived shippers and consumers of any basis upon which to conduct operations—of any fixed data by which to adjust their business affairs—and freight rates were not only virtually raised, but business was unsettled, confidence undermined and the movement of traffic disturbed, to the ultimate injury of all concerned. These evils have been entirely eliminated by the adoption by this Commission of a fixed Classification.

FRUIT AND VEGETABLE RATES.

From time to time during the past year complaints have been laid before the Commission from the fruit growers and truckers in various sections of the State that the rates imposed upon their products by the railroads were excessive and out of all proportion to the value of the produced handled.

These complaints have, in all instances, been carefully examined, and the evidence submitted, both by the producers and the common carriers, has been given due consideration, with a view of bringing about, without recourse to litigation, such an adjustment of the differences existing as should be just to both parties to the controversy and injurious to neither.

The consideration of the important issues at stake in this direction has involved the examination of a great mass of testimony, pro and con; and several hearings have been given the complainants and common carriers by the Commission, with a view of forming an intelligent conception of the case from their point of view. And we had hoped ere this to have arrived at some definite conclusion in the matter, and to have embodied the result of our deliberations in these pages.

This, however, has proven impossible. The issues involved are so important and far reaching—the interests at stake are so diverse and conflicting—that, in justice to all concerned, we have found it necessary to continue our investigations until the ground involved shall have been thoroughly covered. This, it is obvious, cannot be done without a full and exhaustive examination of the financial condition of the various railroad companies interested, and whose net earnings, of course, must depend their ability to make any such reduction in their charges as that demanded by the shippers in certain cases.

On the other hand, the status of the shippers, as a class, cannot justly be ignored. The market prices of their products, the returns yielded them by their exertions, and the general traffic of the sections they represent—all these are factors in the problem which must necessarily be taken into account, if a just and rational solution of the problem is to be arrived at.

And, in any event, it should be remembered, that, in the case of all-rail shipments of fruit and vegetables from

Florida to northern points, 90 per cent of the traffic is beyond the borders of the State, and, therefore, within the jurisdiction, not of this Commission, but of the Interstate Commerce Commission.

These facts are cited for the purpose of indicating the obstacles encountered by the Commission in bringing this controversy to a satisfactory conclusion. Every railroad company in the State is more or less involved in the matter; and, as it is necessary to take up the case of each of these corporations individually and in detail, it may readily be seen that both patience and time are absolutely necessary. The Commission is, however, still pursuing the investigation along the lines marked out; the data upon which we must act is daily accumulating, and we have every reason to believe that in our next report we shall be enabled to embody the result of our deliberations, and that it will be such as will prove satisfactory to all concerned.

EXPRESS RATES.

The question of regulating Express Rates has been fully treated in former reports of this Commission, particularly in our fourth annual report. We can add but little to what has already been said regarding this matter. The contention of the Traffic Manager of the Southern Express Company that he is prevented from reducing express rates by reason of the high charges required of the company for transportation by the railroad companies, caused the Commission to make a thorough investigation of the terms of the traffic contracts now in effect between the railroad lines and the Express Company.

We find there is some justice in this contention. With one or two exceptions these contracts or traffic agreements were executed before the enactment of the Railroad Commission law, and are for a period of years. Therefore, they do not come under that provision of the law requiring all traffic agreements and contracts to be first submitted to and approved by the Commission before becoming effective.

Copies of these contracts, together with the annual report of the Southern Express Company, covering its expenses and earnings on business within the State of Florida for the year ending June 30, 1901, will be found in the appendix to this report.

A large percentage of the express traffic is interstate, and does not come under the supervision and control of this Commission. In order to secure concessions in these interstate rates it has been necessary from time to time for the Commission to agree to a non-disturbance of purely local rates. There can be no relief from these conditions until the Interstate Commerce Commission is given jurisdiction and control over express companies operating independent of railroad companies.

TAMPA STEAMSHIP COMPANY

vs.

PLANT SYSTEM OF RAILWAYS and SEABOARD AIR LINE RAILWAY.

Mr. F. C. Bowyer, General Agent of the Tampa Steamship Company, a corporation organized under the laws of the State of Alabama, and operating a line of steamships between Mobile, Alabama, and Tampa, Florida, addressed a communication to this Commission on January 14, 1901, from Tampa, in which he called the attention of the Commission to the fact that the Tampa agents of the Plant System of Railways and the Seaboard Air Line Railway had served notices on him as such General Agent of the Tampa Steamship Company, that they had received instructions to discontinue placing cars at the warehouse of his said steamship company for the purpose of loading freight from his line destined to interior points. Mr. Bowyer also complained that said two railway companies had refused and were still refusing to place cars at the warehouse of the said steamship company to load freight destined to any part of the city of Tampa. Finally, Mr. Bowyer complained that the Plant System of Railways and the Seaboard Air Line Railway were requiring his steamship company to prepay freight charges on all shipments destined to points on their lines of road, which they did not require of any other individual, firm or corporation.

The communication from Mr. Bowyer contained a discussion of what he deemed to be the motives behind the attitude of the two railroad companies of which he complained; but these expressions are not considered essential to a clear understanding of the legal phases of the controversy.

After asserting that the Tampa Steamship Company has materially reduced the rates of freight to and from Western points, Mr. Bowyer proceeded to allege that the Plant System of Railways and the Seaboard Air Line Railway "will not place a car at the warehouse and docks of the Tampa Steamship Company for any individual, firm or corporation, if said car is to be loaded with goods that have arrived over this steamer line. It makes no difference whether the shipment is local or destined to interior points. . . . Both lines have a track in front of our warehouse, which is situated on the river front along with all the wholesale houses. They are placing and switching cars for other firms and corporations in this vicinity, all hours of the day and night. They have been appealed to repeatedly, both by the merchants of this city and ourselves, to place cars to be loaded and switched to different parts of the city and to interior points, and they have, in every case, declined, notwithstanding the fact that they have been tendered their tariff rates for such services."

In conclusion, Mr. Bowyer charged that such action on the part of said railway companies was purely a discrimination, and he requested, in behalf of the Tampa Steamship Company, that the Railroad Commission issue an order requiring the Plant System of Railways and the Seaboard Air Line Railway, as common carriers, to accept and handle business from the Tampa Steamship Company on the same basis as they did that of other individuals, firms and corporations in the city of Tampa.

The Commission immediately entered upon an investigation of this complaint, and forwarded copies of the Tampa Steamship Company's complaint, with exhibits thereto, to the proper freight traffic officials of the two railway companies complained of, with the request that they furnish a statement setting forth the positions of their roads in the matter.

The Plant System of Railways, through its Freight Traffic Manager, answered on January 21, 1901, to the effect that the instructions complained of by Mr. Bowyer, General Agent of the Tampa Steamship Company, had been issued, assigning as the reason therefor that "We do not consider the Tampa Steamship Company a connection of the Plant System, nor are we willing to enter into partnership with them. Said company is wholly un-

reliable in the matter of the rates it charges on traffic from the West to Tampa and to interior points in Florida, and we take it that if we work with the Tampa Steamship Company as a connection we will be—to a certain extent, at least—accountable for failure on its part to observe the law as set forth by the Interstate Commerce Commission.” It was denied that any merchant in Tampa had complained to the Plant System about its neglect to furnish equipment for the interchange of business with the Tampa Steamship Company.

The Seaboard Air Line, answering through its assistant general freight agent, assigned as reasons for its declination to interchange traffic with the Tampa Steamship Company, that said company’s boat “Josephine” plies between Mobile and Tampa under a specific charter, but that said boat does not operate a specific schedule; that she awaits such accumulations of freight, either at Tampa or Mobile, as would, in the opinion of her charterers, justify the trip; that she does not carry the United States mail; that she does not make landings in either direction between points in the State of Florida and Tampa, hence the service she performs is strictly of an interstate character; that in order to control to herself any freights for movement from Mobile to Tampa, it is necessary that said ship’s officers name rates materially lower than those employed by the all-rail service that is operated over two or more distinct lines between Mobile and Tampa; that no evidence has been furnished as to the insurability of cargo of said steamship being satisfactory; that the question of adjusting connections as between different railways themselves, or as between railways and steamship lines at ports, and establishing reciprocal intercourse for the handling of traffic in each direction, are recognized as matters wholly within the province of such carriers and not obligatory upon either one thereof; that in declining to interchange traffic with the Tampa Steamship Company at Tampa, the Seaboard Air Line Railway does not discriminate in favor of one steamship company as against another steamship company, because there is no other steamship service performed at this time between Mobile and Tampa; that the Seaboard Air Line Railway, in adjusting rates from Mobile to Tampa and to the various stations on its line north of Tampa or from various western points to like stations, enters into agree-

ments with other railways, as to what such rates shall be to the end of their being just and reasonable and non-discriminative, as between points of origin or as between shippers and consignees; that in doing this it does not undertake to pool traffic or in any respect violate any of the sections of the Interstate Commerce law; and that, in declining to establish interchange traffic relations with the Tampa Steamship Company, the Seaboard Air Line Railway feels that it would be unable as a participant in said rates, either as an initial or as a terminal line, to assure the maintenance of any agreement that it might make with competing or connecting lines, that would be necessary to preserve the proper parity of rate adjustment as between routes and as between points and as between territories affected that are essential factors in all freight rate adjustments.

Being thus in possession of the views and contentions of the several parties to this controversy, the Commission submitted the complaint of the Tampa Steamship Company to the Attorney-General of Florida, as provided by law, with the request that he advise us whether the matter was within the jurisdiction of the Railroad Commission, and if so, to advise what legal steps the Commission should take to enforce a discontinuance of the alleged discrimination.

The Attorney-General, replying, expressed the opinion that the prepayment of freight charges exacted from the Tampa Steamship Company by the railroads complained of was not an illegal demand; but that the furnishing of railroad and car facilities to some persons and firms in Tampa, and the refusal to furnish same to the Tampa Steamship Company seemed to be a discrimination, which the law seeks to prevent.

Proceeding further with our investigation into the facts in this controversy, and prompted by a desire to get all the light obtainable as to the law applicable to such facts, the Commission wrote to Mr. Peter O. Knight, State Attorney for the Sixth Judicial Circuit of Florida, at Tampa, expressing our belief that it was well settled by the courts that a railroad company can exact prepayment from any one company without requiring it from another one, and citing authorities to sustain this opinion. Mr. Knight was asked to advise us specifically as

to the law in regard to the charges of discrimination in the matter of switching; and to furnish us such information as he could obtain as to the facts bearing upon such alleged discrimination.

Mr. Knight replied that the charges made by Mr. Bowyer, on behalf of the Tampa Steamship Company, were substantially true. As to the question of switching, he submitted the opinion that there was a discrimination against the steamship company by both railroads complained of, but that it was discrimination of a nature with which the Railroad Commission of Florida had nothing to do whatever, as the traffic of which it is complained that the railroad systems refuse to handle is interstate absolutely; and that whatever grievances the Tampa Steamship Company may have against said railroad lines for alleged discriminations, come exclusively under the jurisdiction of the Interstate Commerce Commission.

On the following day, March 2, 1901, Mr. Knight wrote us a supplemental letter, pointing out that he had obtained information which led him to believe that a charge of discrimination which could be rectified by the Railroad Commission of Florida might be established against the Plant System of Railways and the Seaboard Air Line Railway on account of traffic brought to Tampa by the Tampa Steamship Company, and sought to be forwarded thence upon the lines of said railroads.

On March 11, 1901, the Railroad Commission, with a view to bringing this matter to a final hearing, issued orders citing D. E. Freeman, Tampa Agent of the Plant System of Railways, and R. T. Richard, Tampa Agent of the Seaboard Air Line Railway, to appear before the Railroad Commission at its office in Tallahassee on March 25, 1901, to show cause, if any they had, why the penalties prescribed for violations of the Railroad Commission law should not be imposed upon the respective railroads represented by them for denying to the Tampa Steamship Company the rights and privileges accorded other shippers of freight from the city of Tampa. Mr. Bowyer, General Agent of the Tampa Steamship Company, was advised that he could be represented at said meeting either in person or by counsel, as he preferred.

On March 25, 1901, the charges contained in the com-

plaint of the Tampa Steamship Company against the Plant System of Railways and the Seaboard Air Line Railway came on for final hearing by the Commission. Testimony in behalf of all the parties to the cause was taken, arguments were heard and the matter taken under advisement by the Commission. After full consideration of all the facts and arguments presented, the Commission, on April 8, 1901, rendered its judgment that the charges of discrimination made in said complaint were established and sustained as to each of said railway companies complained of, and issued its orders, directed to the Plant System of Railways and the Seaboard Air Line Railway, commanding each of said railway companies to forthwith discontinue all discriminations against the Tampa Steamship Company as alleged in its said complaint, and to allow the Tampa Steamship Company all the rights, privileges and benefits to which it is entitled under the Railroad Commission law of the State of Florida, and that it be permitted all the rights, privileges and benefits accorded by said railway companies to any and all other shippers of freight in the city of Tampa.

It was further ordered that fines against said railroad companies be suspended pending their continued compliance with this order.

The Commission was notified by counsel for the Seaboard Air Line Railway that it would fully comply in letter and spirit, with this order, and is advised that this railway is so doing. The Commission is further advised by Mr. F. C. Bowyer, General Agent of the Tampa Steamship Company, that "the Plant System of Railways have complied with the orders of your Commission in the case of the Tampa Steamship Company as far as I have requested them so to do."

LAKE CITY DEPOT.

On the 10th day of November, 1900, the building used jointly by the Seaboard Air Line Railway and the Georgia Southern and Florida Railway at Lake City, Florida, was destroyed by fire. Eleven days later a petition signed by over sixty business men and citizens of Lake City was presented to the Railroad Commission, representing that the traveling public had theretofore been greatly in-

convenienced for lack of proper accommodations in arriving from and departing on the several passenger trains entering said city; that the passenger depot of the Savannah, Florida and Western Railway was and had been located in, and formed a part of its freight depot, with inadequate accommodations for the traveling public; that the passenger depots of the Georgia Southern and Florida Railway and the Seaboard Air Line Railway had before their destruction by fire been located in a remote part of the town, inconvenient and with poor accommodations for the traveling public; that by reason of inadequate accommodations for the traveling public, during rainy or inclement weather, passengers were forced to the disagreeable inconvenience of getting on and off the passenger trains in the rain and sometimes in mud and water; that each of said three railroads entering the town owned valuable lots of land centrally located in Lake City; and that it would be greatly to the benefit and convenience of the traveling public to have a union passenger depot located on a centrally situated lot and used by all of the said three railroads entering said city. The co-operation of the Railroad Commission was requested to secure the erection and use by all of said railroads of a neat and commodious union passenger depot on a lot of land in Lake City centrally located and owned by the Seaboard Air Line Railway.

In exercising its power "to require two or more railroads entering the same town or city to erect, operate and maintain a joint passenger terminal, or union depot," this Commission's authority is qualified by the decision of the Supreme Court of Florida in the case of the Florida Central and Peninsular Railroad Company vs. State ex rel. Tavares, 31 Fla., 482, the principle of which is construed by the Attorney-General of Florida as deciding that the Railroad Commission cannot designate the exact location or the exact style of building for such union depots. In these matters of detail this Commission has heretofore been compelled in great measure to await the red tape process which so often goes with railroad construction. Throughout the negotiations to secure the erection of a satisfactory union passenger depot at Lake City, the Commission has been impressed with the view that it was quite necessary for the plans for such depot

building not only to meet the needs of the public, but they had to be agreed to by the roads at interest, and it has taken time to harmonize those interests.

The matter, however, was taken up by the Commission with the three railroads entering Lake City—the Seaboard Air Line, the Savannah, Florida and Western, and the Georgia Southern and Florida—immediately after the above mentioned petition was filed, and the Commission devoted itself assiduously, by correspondence and public hearing, to an effort to bring said railroads together on some arrangement satisfactory to all parties interested. Questions as to the title to the land which it was proposed to use a site for the union passenger depot and as to the rights of way between the companies' tracks and said proposed site arose and further delayed the matter of proceeding to the erection of the union depot.

This Commission held public meetings in Lake City on January 29., 1901, and on April 24, 1901 at which meetings arguments were heard for and against the issuance of an order by the Commission requiring the railroads to construct and use a suitable union passenger depot. At the April meeting there was evidence that considerable progress was being made by the railroads in shaping satisfactory plans for a union passenger depot.

At the numerous meetings had by the Commission with representatives of the three railroads interested the Commission was led to hope that the roads would see the great need of the depot and take the necessary steps for its erection without delay and without unusual pressure from us. After allowing the roads what was deemed ample time to reach an amicable adjustment of the matter and as the matter seemed to be dragging along with unnecessary delays, the Commission decided to assert its authority in the premises with more firmness. Accordingly, on November 26, 1901, the Commission issued an order directed to the Georgia Southern and Florida Railway Company, the Savannah, Florida and Western Railway Company, and the Florida Central and Peninsular Railroad Company (Seaboard Air Line), requiring said roads to erect, operate and maintain a union passenger depot in Lake City, of size dimensions and character as indicated by the plans and specifications therefor on file in the office of the Railroad Commission, said union passenger depot to be erected, operated and maintain-

ed upon the block or tract of land in Lake City lying between the Florida Central and Peninsular Railroad and the Georgia Southern and Florida Railway, upon which stood the passenger depot used by said two railroads destroyed by fire on November 10, 1900, the depot to be built at the joint expense of said three companies share and share alike. The said three companies were required by said order to forthwith begin the erection of said union passenger depot and continue the same with all reasonable dispatch, or show cause, if any they had, on or before December 14, 1901, why they had not done so.

That this action of the Commission met with the approval of the people of Lake City is attested by the correspondence we have received regarding it, and by certain resolutions adopted by the Mayor and City Council of Lake City on December 2, 1901, a certified copy of which has been furnished this office, and of which the following is an extract:

"Resolved, by the Mayor and City Council of Lake City, That we most heartily endorse the action of the State Railroad Commission in ordering the three railroad companies with contiguous lines to build conjointly the union passenger depot at Lake City."

On December 14, 1901, representatives of the three railroads interested, together with a number of representative citizens of Lake City, appeared before the Commission, when the subject was taken up and fully discussed in all its bearings. It was developed at this meeting that the Georgia Southern and Florida Railroad Company and the Florida Central and Peninsular Railroad Company, acting together, had entered into a contract with builders for the erection of a union passenger depot in Lake City upon the site designated and according to the plans approved by the Commission, said building to be a commodious brick structure, and to be completed by May 1, 1902.

At said meeting of December 14, 1901, the attorney for the Savannah, Florida and Western Railway Company submitted to the Commission a formal answer in writing to the order of November 26, 1901, showing cause why said order should not be enforced against said company. It was set up in said answer that this road now has a station and depot at Lake City containing safe, adequate and sufficient accommodations for arriving and departing

passengers; that to build another depot would entail great and unnecessary expense and loss to said road; that said road does not own any portion of or interest in the block of land in Lake City upon which the union passenger depot is being erected by the Georgia Southern and Florida and Florida Central and Peninsular Railroad Companies, nor has it any right of way or track at or leading to the said lot of land. Wherefore the Savannah, Florida and Western Railway Company prayed that said order be dismissed as to it.

The Railroad Commission has taken no action upon this prayer, and its order requiring the three railroads entering Lake City to erect, operate and maintain a union passenger depot at Lake City remains unamended. If the proper representations are made to the Commission, after the completion of said union passenger depot, that its order aforesaid is not being complied with by any of the railroads named therein, the Commission will take such further action in the premises as to it shall seem needful, just and proper.

BLUFF SPRINGS DEPOT.

On April 20, 1901, a petition was filed with the Railroad Commission by the business men and citizens of Bluff Springs, Escambia county, Florida, a station on the Pensacola division of the Louisville and Nashville Railroad, complaining of the complete inadequacy of the depot facilities of said railroad at Bluff Springs, and praying for an order from this Commission to require said railroad to supply the necessary facilities. A copy of this petition was, on April 22, 1901, forwarded to the General Manager of the Louisville and Nashville Railroad Company, at Louisville, Kentucky, requesting him to advise whether his road would erect and maintain a suitable depot at Bluff Springs without the necessity of a formal order from the Commission.

It was deemed advisable by the Commission to have a personal investigation of the situation at Bluff Springs made by one or more of the Commissioners, and accordingly, Commissioner Morgan visited the town, and on June 14, 1901, made his report to the Chairman of the Board, substantially as follows:

Bluff Springs is a small town of some 250 inhabitants, with a good and thickly populated surrounding country.

The agent of the Louisville and Nashville Railroad reported that the passenger fares collected for tickets sold at this point would average about \$170 per month. It is estimated that this station does a business, freight and passenger, of about \$100,000 per annum. The depot facilities at the time of the report consisted solely of an old box car in which was stored without any system all manner of freight, such as dry goods, groceries, hardware, salt, corn meal and grain, kerosene and lubricating oils, fertilizers, etc. The station was without waiting room accommodations for passengers, who were forced to wait for trains without any protection from the inclemency of the weather.

The report of Commissioner Morgan concluded with a recommendation that the Railroad Commission issue its order directing the Louisville and Nashville Railroad Company to construct without delay a suitable depot at Bluff Springs.

Almost two months having elapsed since the filing of the petition by the citizens of Bluff Springs and the forwarding of a copy of the same to the General Manager of the Louisville and Nashville Railroad Company—a reasonable time for the filing of any protests or arguments as to why the said facilities should not be provided and maintained by the said Louisville and Nashville Railroad Company, and none of the allegations of the petition having been denied by the railroad company, the Commission, on June 15, 1901, issued an order directing the Louisville and Nashville Railroad Company to proceed with the construction at Bluff Springs of a depot building of such dimensions as shall be necessary; to provide two waiting rooms, one for the white race and one for the other races, each of said waiting rooms to be sufficiently commodious to insure the comfort and convenience of the traveling public while awaiting the arrival or departure of passenger trains; and warehouse or storage rooms for the protection and safety of freight received for delivery at Bluff Springs, or received at Bluff Springs to be forwarded to destination by the Louisville and Nashville Railroad or the said railroad and its connections; and such accommodations as may be necessary to the proper convenience and care of freight and passengers to be transported from and to Bluff Springs by

the Louisville and Nashville Railroad and the Louisville and Nashville Railroad and its connections.

The Louisville and Nashville Railroad was by said order allowed until August 20, 1901, to have the depot at Bluff Springs under course of construction, or be held subject to the penalties prescribed by law for violations of the rules and orders of the Railroad Commission.

After waiting more than a month beyond the time allowed to the Louisville and Nashville Railroad Company to begin the construction of a proper depot at Bluff Springs, and receiving information in September, 1901, that the railroad had done nothing to comply with our order of June 15, 1901, the Commission, on September 21, 1901, employed Mr. J. Emmet Wolfe, of Pensacola, as special counsel in the matter, and through him filed a petition in the Circuit Court for Escambia county, in the First Judicial Circuit of Florida, reciting the essential facts hereinabove set out and praying for the issuance by said court of the State's writ of mandamus, commanding the Louisville and Nashville Railroad Company, in accordance with the order of the Railroad Commission of the State of Florida, to erect and maintain a suitable depot building at its station of Bluff Springs, and that it have such depot building completed within sixty days from the date of the service of said writ, or that, on a date to be fixed by the court in said writ, it show cause why it should not be compelled to erect such depot building.

On receipt of information from our special counsel on December 7th, 1901, that the depot at Bluff Springs had been built and as it was further learned through the same channel that said building was satisfactory to the people of the town, the Railroad Commission, feeling that the ends for which the suit was instituted had thus been accomplished, authorized its special counsel on December 10, 1901, to dismiss the writ, and this was done.

COTTONDALE DEPOT.

Twelve citizens of the town of Cottondale, in Jackson county, a station on the Pensacola and Atlantic division of the Louisville and Nashville Railroad, submitted a petition to the Railroad Commission on May 18, 1901, representing that the depot facilities of said railroad at said station were wholly inadequate for the requirements

of the traveling public, and prayed the issuance of an order by this Commission directed to said railroad requiring the construction and establishment of more commodious waiting room or rooms to said depot. The petition alleged that at that time there was but one small waiting room for the accommodation of both white and colored patrons of the railroad. This waiting room was reported as being about 8 or 9 feet by 12 feet in size, and would accommodate comfortably not over a dozen persons, whereas it frequently happened that from 50 to 100 people assembled there to wait for trains.

One of the Railroad Commissioners went personally, on behalf of the Board, to investigate the conditions complained of, and his report fully confirmed all of the material allegations set up in the petition aforesaid, and recommended that the Louisville and Nashville Railroad Company be required, without delay, to construct two comfortable waiting rooms in the Cottondale depot, one exclusively for the whites and the other for the colored persons.

Acting upon the information thus placed before it, the Commission on June 15, 1901, made an order directing the Louisville and Nashville Railroad Company to proceed with the construction of an addition to its depot at Cottondale of such additional waiting rooms as may be necessary to provide a waiting room for the use of the white race, and one for the use of other races, the same to be sufficiently large to insure the comfort and convenience of persons who are waiting the arrival or departure of trains on said railroad for transportation on the same, or who may have such business as shall necessitate the awaiting of the arrival or departure of such trains.

The Louisville and Nashville Railroad Company was by said order allowed until August 20, 1901, to have said additional facilities at Cottondale under construction, or be held subject to the penalties prescribed by law for violations of the rules and orders of the Railroad Commission.

Being advised early in the month of September, 1901, that the Louisville and Nashville Railroad Company had not constructed nor commenced to construct any addition to the Cottondale depot, in compliance with the order of the Railroad Commission dated June 15, 1901, the Commission, by and through its special council employed

herein Mr. J. Emmet Wolfe, of Pensacola, instituted a mandamus proceeding in the Circuit Court for Escambia county, First Judicial Circuit of Florida, to compel the said railroad to obey the Commission's order of June 15, 1901.

Soon after this the Commission was informed by its special counsel that the order of the Commission requiring better depot facilities at Cottondale, was being complied with by the said railroad. Thereupon, the object for which the suit was commenced having been attained, the Board directed its attorney to dismiss the mandamus proceedings, and this he did.

ARCADIA DEPOT.

A communication was received by the Commission late in December, 1901, from the mayor of Arcadia, in DeSoto county, complaining that the passenger depot of the Plant System at that point was inadequate; that there was but one small waiting room, about 12 by 22 feet, for both whites and blacks; that the Plant System had been petitioned to provide a separate and suitable waiting rooms, and had failed or refused to pay any attention to the petition. The Commission at once took up the matter with the General Superintendent of the Plant System, and are advised that the company will build a suitable addition to the Arcadia station at an early date.

ARCHER DEPOT.

On February 27, 1902, a petition was received from citizens of the town of Archer, in Alachua county, alleging that the passenger depot, used jointly by the Seaboard Air Line Railway and the Savannah, Florida and Western Railway at that place is provided with only one waiting room for the accommodation of the traveling public, which room is small and totally inadequate for the purpose for which it is used, and that the depot is not provided with separate waiting rooms for white and colored persons, but that both races use the same room. The assistance of the Commission was prayed to compel the correction of these abuses. Conditions known to exist at Archer, which is in an important turpentine and phosphate producing territory, impress us with the view that the said petition possesses merit, and the Commission is

pushing the matter of securing better depot facilities with all possible dispatch.

GENERAL OFFICES.

A recommendation, which was made in both the second and the fourth annual reports of this Commission, that the Railroad Commission law be amended so as to require all railroads and express companies doing business in Florida to establish and maintain general offices in this State, is respectfully submitted for the favorable consideration and valuable endorsement of your Excellency, to the end that appropriate action may be the more confidently sought from the Legislature at its next session.

This matter is one of great importance. Many of the most complicated questions bearing upon the transportation of persons and property, such as the making of passenger and freight tariffs, the demands for better depot facilities, and other questions of traffic regulations which come within the powers granted by law to the Railroad Commission, cannot be dealt with by us with proper intelligence and equity unless all the books and traffic records of the transportation companies are available for our inspection. These books and records often have a material bearing upon questions presented to the Commission for adjustment, and although the carriers are required by law and by our rules to make periodical reports containing sworn statements of a considerable amount of data as to their operations, earnings, expenses, etc., experience has shown that more detailed information is often needed by the Commission in order to make just rulings upon questions under consideration.

In cases of several of the leading transportation companies operating in Florida, the Commission is confronted, in exercising a number of the powers conferred upon it by law, with the practical difficulty that the general offices of these companies, wherein are kept the books and records here referred to, are located in other States, and beyond the jurisdiction of the Commission. Legal process which this body is empowered to issue has no validity outside of Florida, and, in our judgment, the recommendation here repeated would not only greatly in-

crease the efficiency of the Railroad Commission, but it is very essential if the body is to attain the full measure of usefulness contemplated by the authority creating it.

NEW RAILROADS.

During the past year several new lines of railroad have been constructed and put in operation in this State. Some of these are very valuable additions to our system of railroads, having opened up sections of territory, rich in resources, but heretofore far distant from transportation facilities.

One of the most important of these new roads is an extension of the Seaboard Air Line. This has been constructed from Plant City to Braidentown. It is the first railroad to enter Manatee County and gives the first outlet by rail to all that excellent fruit and vegetable country.

The Suwannee & San Pedro, a road of almost if not equal importance to the above, has been built from Live Oak through Mayo to Perry, a distance of forty-three miles. This line gives the first outlet to Taylor and Lafayette Counties, a region rich in lumber and naval stores products.

The South Georgia Railway, which extends from Heart Pine, Georgia, to Greenville, Madison County, Florida, has a total length of fifty-one miles, of which thirteen are in this State. This road was completed in the year just past.

The Valdosta Southern, a short road which runs from Valdosta, Georgia, to Madison, in this State has been completed and put in operation. The total length of this road is twenty-eight miles, thirteen of which are in Florida.

The Georgia, Florida & Alabama, which is to extend from Arlington, Georgia, to Tallahassee, is now under construction and will be completed to Tallahassee by the first of April. Twenty-three miles of this line are within the State of Florida.

CONCLUSION.

The formative period of the Commission has been passed. The body is now in good working shape, and a study of the five annual reports will show that much has

been accomplished by the Commission towards securing systematic and reasonable schedules of rates for the transportation of persons and property on the railroads of this State. When the Commission was first organized, the railroads were without any general control and governed their actions towards the public and each other as best suited their convenience. As a result of such lack of control and the arbitrary attitude of the roads, there was confusion and a lack of uniformity on all sides. To the serious task of bringing order out of this situation and securing a more equitable adjustment of rates, the Commission applied itself immediately after its organization. The policy adopted by us at the outset was to avoid litigation except when this became necessary, and to accomplish desired results by friendly negotiations with the parties at interest.

For the first two years of this body's existence, we were advised that much doubt existed both as to the meaning and the sufficiency of certain powers delegated to us by the Act of 1897 creating the Commission. The Legislature of 1899 amended the law in accordance with recommendations made in our second annual report, and the Courts have since upheld the validity of the law upon each occasion when it has been tested. The authority of the Commission and the legal soundness of all the provisions of the Railroad Commission law are now fully recognized by the railroad companies of the State, and a commendable willingness is now shown by them to respect and obey all reasonable orders of this Commission. It will thus be seen that we enter upon the sixth year of this work in a better condition than ever before to satisfactorily perform the duties and exercise the powers for which the Commission was created, and to render substantial and valuable service to the people of the State.

Respectfully submitted,

HENRY E. DAY, Chairman,

JOHN M. BRYAN,

JOHN L. MORGAN,

Commissioners.

ROYAL C. DUNN, Secretary.

EXPENSES OF RAILROAD COMMISSION FOR
YEAR ENDING DECEMBER 31, 1901.

Legal Expenses	1,541.59
Transportation	\$ 412.53
Stationery	493.81
Printing	560.15
Postage	92.00
Freight and Drayage	23.32
Fuel and Lights	90.55
Telegraph	43.49
Fixed Expenses	594.85
Total	<hr/> \$3,852.29

APPENDIX A.

DEMURRAGE RULES.

DEMURRAGE RULES.

The railroads doing business wholly or in part within the State of Florida are hereby authorized to operate the following Demurrage Rules:

RULE I.

FREIGHT SUBJECT TO CAR SERVICE CHARGES.

All freight in cars, whether full carload or not, shipped to one consignee and taking track delivery will be subject to car service regulations.

RULE II.

NOTICE TO CONSIGNEES.

Railroad companies shall give prompt notice by mail or otherwise to consignees of the arrival of goods, together with the weight and amount of freight charges due thereon as shown by way bills, and when goods or freight of any kind in carload quantities arrive, said notice must contain letters or initials of car, number of the car, net weight and the amount of freight charges due on the same. Storage and demurrage charges may be assessed if goods are not removed in conformity with the following rules and regulations. No storage or demurrage charges, however, shall, in any case, be allowed unless legal notice of the arrival of goods has been given to the owner or consignee thereof by the railroad company.

RULE III.

LEGAL NOTICE.

Legal notice referred to in these rules may be either actual or constructive. Where the consignee is personally served with notice of the arrival of freight, free time ends seventy-two (72) hours from the time of notification, not including Sundays or legal holidays. Constructive notice referred to consists of *posting notice by mail to consignee*. Where this mode of giving notice is adopted, there shall be twenty-four (24) hours additional free time to be added to the seventy-two (72) hours, to be computed from time notice was mailed; provided, however, that if, in any case, when notice of arrival is given

by mail, the consignee will make oath that neither he, his agents or employees have received such notice, then no demurrage charges shall be made until after legal notice, as above specified is given.

RULE IV.

PER DIEM CHARGE.

A charge of one dollar (\$1.00) per car per day shall be made for detention of cars and use of tracks when cars are not loaded or unloaded within seventy-two (72) hours, not including Sundays and legal holidays, except when loaded with seed cotton, cotton seed in bulk, cotton seed hulls in bulk, fertilizer material in bulk, coal, bulk potatoes, bulk cabbage, brick, and dressed lumber (in box cars), ninety-six (96) hours will be allowed for *unloading*. It being understood that said car or cars are to be placed and remain accessible to the consignee for the purpose of unloading during the period in which held free of demurrage; that when the period of such demurrage charges commences, they are to be placed accessible to the consignee for unloading purposes on demand of the consignee; provided, however, that if the railroad company shall remove such car or cars after being so placed, or in any way obstruct the unloading of same, the consignee shall not be chargeable with delay caused thereby; provided, further, that when any consignee shall receive four or more cars during any one day taking track delivery, the said cars in excess of three shall not be liable to demurrage by any railroad company until after the expiration of ninety-six (96) hours.

Any fraction of a day shall be considered a day.

RULE V.

GOODS CONSIGNED TO ORDER OF SHIPPER.

When consignors ship goods consigned to themselves, it shall be the duty of the railroad companies to give legal notice to such consignees, or persons to whom shipping directions order delivery. This notice may be addressed by mail to the consignee at point of delivery, and demurrage will begin as in other cases of notice by mail; and the mailing of such notice shall be sufficient legal notice in such cases, whether the consignee actually receives the same or not.

RULE VI.

REFUSAL TO ACCEPT SHIPMENTS.

Where the consignee shall refuse to accept freight tendered in pursuance of the bill of lading, the carrier charged with the duty of delivery may give to the consignor legal notice of such refusal; and if he shall not, within three days thereafter, give direction for the re-shipment or unloading of such goods, he shall thenceforth become liable to such carrier for demurrage upon the car or cars in which they are stored to the same extent and at the same rate as such charges are now, under like circumstances by the rules of this Commission, imposed upon consignees who neglect or refuse, after notice of arrival, to remove freight of like character from the cars of a carrier.

A consignee who has once refused to accept a consignment of goods shall not thereafter be entitled to receive the same, except upon payment of all charges for demurrage which would otherwise have accrued.

RULE VII.

CARS FOR DELIVERY ON TEAM TRACKS OR PRIVATE SIDINGS.

Sec. 1. Cars containing freight to be delivered upon carload delivery tracks or private sidings are to be delivered upon the tracks designated by consignee upon arrival, or as soon thereafter as the ordinary routine of yard work will permit.

Sec. 2. Cars containing property, the billing of which does not specify any particular delivery, and for which no standing or special order has been filed with carrier's agent, within twenty-four (24) hours, will be considered as requiring general track delivery and shall be so placed after twenty-four hours.

Sec. 3. Cars for unloading shall be considered placed when such cars are held in receiving yards awaiting orders from shippers or consignees, or when held for payment of freight charges, provided the railroad company could otherwise have placed such cars on delivery tracks accessible to the consignee for the purpose of unloading, except that if it was consigned to private sidings already fully occupied and delivery therefore impracticable, detention is to be computed from time of notification.

RULE VIII.

CARS HELD FOR SHIPPING DIRECTIONS.

Cars detained or held for want of proper shipping instructions or by reason of improper or excessive loading (where loading is done by shipper) shall be subject to a demurrage charge of one dollar (\$1.00) per car for each day or fraction of a day said car or cars are so detained or held. Likewise, when cars are promptly loaded and shipping instructions given, the railroad agent must immediately issue the bills of lading therefor; and if said car or cars are detained or held, and not carried forward within forty-eight (48) hours, except perishable articles, which shall be moved within twenty-four (24) hours thereafter, said railroad company shall be liable to said shipper for the payment of one dollar (\$1.00) per car for each day or fraction of a day that said car or cars are thus detained or held.

RULE IX.

CONSIGNMENTS MORE THAN FOUR MILES DISTANCE.

A consignee living more than four miles from the depot, and whose freight is destined to his residence or place of business so located, shall not be subject to storage or demurrage charges allowed in the above rules until a sufficient time has elapsed after notice for said consignee to remove said goods by the exercise of ordinary diligence.

RULE X.

RAILROADS ALLOWED TO STORE PROPERTY.

Railroad companies are authorized to store such property in public warehouses at the expense of owner, if same is not removed before demurrage charges attach.

RULE XI.

PER DIEM CHARGE ALLOWED CONSIGNEES

When any railroad company fails to deliver freights at the depot or to place loaded cars at an accessible place for unloading within seventy-two (72) hours (not including Sundays or legal holidays), computed from 10 o'clock a. m., the day after arrival of the same, the shipper or consignee shall be paid one dollar (\$1.00) per day for each day said delivery is so delayed.

RULE XII.

STORMY WEATHER.

Whenever the weather during the period of free time is so severe, inclement or rainy that it is impracticable to secure means of removal, or where, from the nature of the goods, removal would cause injury or damage, such time shall be added to the free period; and no demurrage charges shall be allowed for such additional time.

This rule applies to the state of the weather during business hours.

RULE XII.

DISCRIMINATIONS AND EXEMPTIONS.

Railroads shall not discriminate between persons or places in storage or demurrage charges. If a railroad company collects storage or demurrage of one person, under the demurrage rules, it must collect of all who are liable. No rebate, drawback or other similar device will be allowed. If demurrage is collected by a railroad company at one point on its line, it must collect at all places on its line of those liable under the rules of the Commission.

Provided, That all package freight unloaded in depot or warehouse, which is not removed by the owners thereof from the custody of the railroad company within seventy-two (72) hours (not including Sundays or legal holidays) after legal notice of arrival, may be subject thereafter to a charge of storage for each day or fraction of a day that it may remain in the custody of the railroad company, as follows:

In less than carload quantities, not more than one cent per one hundred pounds per day.

In carload quantities, not more than one dollar (\$1.00) per car per day.

Provided, further, that in no case shall the amount collected for storage of a less than carload shipment exceed the amount authorized to be charged as storage or demurrage on a carload of similar freight for the same length of time when not unloaded from the car as provided by the Demurrage Rules.

Provided, further, that the Commission shall hear and grant applications to suspend the operation of this rule wherever justice shall demand this course.

RULE XIV.

OTHER DEMURRAGE CHARGES.

No other charges shall be made by any railroad company doing business wholly or in part in the state of Florida for storage or demurrage except as provided in the foregoing rules, and these rules shall become effective December 23, 1901.

Adopted in regular session this December 13, 1901.

HENRY E. DAY, Chairman,

JNO. M. BRYAN,

JOHN L. MORGAN,

Commissioners.

Attest: ROYAL C. DUNN, Secretary.

APPENDIX B.

SCHEDULE

—OF—

FREIGHT TARIFFS

—REVISED, ALLOWED AND ADOPTED BY THE—

RAILROAD COMMISSION

--OF THE--

STATE OF FLORIDA.

Schedule of Freight Tariffs Revised, Allowed, and Adopted by the Railroad Commission of the
State of Florida. No. 9½.

FOR SOUTH GEORGIA AND WEST COAST RAILWAYS.

Taking Effect at Once.

Tallahassee, Fla., July 13, 1901.

Between Local Stations in Florida	Per Hundred Pounds.												Per Barrel	Per 100 Lbs	Per Ton	Per Carload			Per 100 Lbs	Per Crate	
	1	2	3	4	5	6	A	B	C	D	H	F	K	L	M	N	O	P	R	G	V
10 Miles and Under	24	21	20	15	14	12	12	8	5½	5	15	11	5	50	80	8.00	6.00	5.00	5	13	10
20 Miles and Over 10 Miles.	30	27	24	21	18	15	15	10	7	6	21	14	6	60	90	11.00	10.00	7.00	6	13	10
30 Miles and Over 20 Miles.	36	32	29	26	21	17	17	11	7½	7	26	15	7	70	1.00	14.00	11.00	8.00	7	13	10
40 Miles and Over 30 Miles.	41	35	33	30	24	18	18	12	8	7½	30	16	8	80	1.10	16.00	12.00	9.00	8	13	10
50 Miles and Over 40 Miles.	45	41	37	33	27	20	20	13	9	8	33	17½	8	90	1.20	18.00	13.00	10.00	9	13	10

Schedule of Freight Tariffs Revised, Allowed, and Adopted by the Railroad Commission of the
State of Florida.

No. 10 A.

FOR VALDOSTA SOUTHERN RAILWAY.

Taking Effect at Once.

Tallahassee, Fla., July 3, 1901.

Between Local Stations in Florida.	Per Hundred Pounds.											Per Barrel	Per 100 Lbs	Per Ton	Per Carload	Per 100 Lbs	Per Crate				
	1	2	3	4	5	6	A	B	C	D	H	F	K	L	M	N	O	P	R	G	V
10 Miles and Under.....	24	21	20	15	14	12	12	8	5½	5	15	11	5	50	80	8.00	6.00	5.00	5	13	10
20 Miles and Over 10 Miles.	30	27	24	21	18	15	15	10	7	6	21	14	6	60	90	11.00	10.00	7.00	6	13	10
30 Miles and Over 20 Miles.	36	32	29	26	21	17	17	11	7½	7	26	15	7	70	1.00	14.00	11.00	8.00	7	13	10
40 Miles and Over 30 Miles.	41	36	33	30	24	18	18	12	8	7½	30	16	8	80	1.10	16.00	12.00	9.00	8	13	10
50 Miles and Over 40 Miles.	45	41	37	33	27	20	20	13	9	8	33	17½	8	90	1.20	18.00	13.00	10.00	9	13	10

RAILROAD COMMISSION OF FLORIDA.

Schedule of Freight Tariffs Revised, Allowed, and Adopted by the Railroad Commission of the
State of Florida. No. 12.

FOR SUWANNEE AND SAN PEDRO RAILROAD COMPANY.

Taking Effect at Once.

Tallahassee, Fla., February 7, 1902.

Between Local Stations in Florida.	Per Hundred Pounds												Per Barrel	Per 100 Lbs	Per Ton	Per Carload			Per 100 Lbs	Per Crate	
	1	2	3	4	5	6	A	B	C	D	H	F	K	L	M	N	O	P	R	G	V
10 Miles and Under	24	21	20	15	14	12	12	8	5½	5	15	11	5	50	80	8.00	6.00	5.00	5	13	10
20 Miles and Over 10 Miles	30	27	24	21	18	15	15	10	7	6	21	14	6	60	90	11.00	10.00	7.00	6	13	10
30 Miles and Over 20 Miles	36	32	29	26	21	17	17	11	7½	7	26	15	7	70	1.00	14.00	11.00	8.00	7	13	10
40 Miles and Over 30 Miles	41	36	33	30	24	18	18	12	8	7½	30	16	8	80	1.10	16.00	12.00	9.00	8	13	10
50 Miles and Over 40 Miles	45	41	37	33	27	20	20	13	9	8	33	17½	8	90	1.20	18.00	13.00	10.00	9	13	10
60 Miles and Over 50 Miles	49	45	39	35	28	21	21	14	9	8½	35	18	9	95	1.30	20.00	14.00	11.00	10	13	10

RAILROAD COMMISSION OF FLORIDA.

Schedule of Freight Tariffs Revised, Allowed, and Adopted by the Railroad Commission of the
State of Florida. No. 13.

FOR GEORGIA, FLORIDA AND ALABAMA RAILWAY COMPANY.

Taking Effect at Once.

Tallahassee, Fla., February 8, 1902.

Between Local Stations in Florida.	Per Hundred Pounds.											Per Barrel Per 100 Lbs		Per Ton		Per Carload		Per 100 Lbs		Per Crate	
	1	2	3	4	5	6	A	B	C	D	H	F	K	L	M	N	O	P	R	G	V
10 Miles and Under	24	21	20	15	14	12	12	8	5½	5	15	11	5	50	80	8.00	6.00	5.00	5	13	10
20 Miles and Over 10 Miles.	30	27	24	21	18	15	15	10	7	6	21	14	6	60	90	11.00	10.00	7.00	6	13	10
30 Miles and Over 20 Miles.	36	32	29	26	21	17	17	11	7½	7	26	15	7	70	1.00	14.00	11.00	8.00	7	13	10
40 Miles and Over 30 Miles.	41	36	33	30	24	18	18	12	8	7½	30	16	8	80	1.10	16.00	12.0	9.00	8	13	10
50 Miles and Over 40 Miles.	45	41	37	33	27	20	20	13	9	8	33	17½	8	9	1.20	18.00	13.00	10.00	9	13	10

RAILROAD COMMISSION OF FLORIDA.

APPENDIX C.

ANNUAL REPORT OF

SOUTHERN EXPRESS COMPANY

—AND—

CONTRACTS

—OF—

SOUTHERN EXPRESS COMPANY

—WITH—

FLORIDA RAILROADS.

SOUTHERN EXPRESS COMPANY.

Statement of Receipts and Expenses Within the State of
Florida for the Year Ending June 30, 1901.

Receipts.....	\$127,489.63
Expenses:	
Transfer expenses.....	\$ 2,452.58
Losses and Damages.....	404.68
General Salaries and Expenses...	12,075.26
Accounting Department Salaries..	14,262.51
Stationery and Supplies.....	6,573.20
Superintendents' Salaries and Ex- penses.....	3,683.65
Route Agents' Salaries and Ex- penses.....	4,084.31
Messengers' Salaries.....	12,593.49
Agents' Salaries and Expenses....	57,238.38
Other Expenses.....	2,467.21
Taxes.....	2,787.81
	118,623.08
	<hr/>
	\$ 8,866.55

State of Tennessee, County of Hamilton.

Personally appeared before me, a Notary Public, in
and for said State and County, F. J. Virgin, Auditor of
the Southern Express Company, who being duly sworn,
says that the above statement is correct, according to the
best of his knowledge and belief.

(Signed) F. J. VIRGIN,

Auditor.

Sworn to and subscribed before me, this 30th. of De-
cember, 1901.

[Seal]

M. L. ANTHONY, Notary Public.

CONTRACT WITH THE
FLORIDA CENTRAL & PENINSULAR RAILROAD
COMPANY

Effective July 1, 1896.

THIS AGREEMENT, made and entered into this eighth day of April, 1896, by and between the FLORIDA CENTRAL AND PENINSULAR RAILROAD COMPANY, party of the first part, hereinafter called the Railroad Company, and the SOUTHERN EXPRESS COMPANY, party of the second part, hereinafter called Express Company, WITNESSETH, THAT,

WHEREAS, It is the desire and purpose of both parties to this contract, for the benefit of the public and themselves, to promote, stimulate, increase and make more effective and remunerative the forwarding of express matter along and over the lines of railroad operated at the present time by the party of the first part in the States of Florida, Georgia and South Carolina, as shown by attached map and list, and made a part hereof, the following agreements and stipulations are hereby entered into and agreed upon by the parties hereto, namely:

The Railroad Company hereby agrees and stipulates that it will provide on each regular passenger train (except Limited trains as hereinafter provided), suitable accommodations for handling all express matter duly offered, not to exceed one whole car per train; and will afford free access to its trains and premises for the purposes of this contract. At the discretion of the Railroad Company, it may provide extra cars on its passenger trains, in such manner or to such extent as not to interfere with the despatch of its own business, or to impede the speed of trains. If the Express Company, however, upon occasion, shall concentrate a greater number of extra carloads of express freight than can be hauled conveniently upon the regular passenger trains of the Railroad Company, the Railroad Company will cause such extra carloads, if three or more, to be hauled on a special train, and if less than three, will cause them to be hauled on the next following passenger, special freight or fast freight train, and will give such extra cars substan-

tially as quick time and despatch as is given on other railway lines in direct competition with the Railroad Company. On Limited trains, accommodations will be provided for the Express Company only to such extent as in the judgment of the Railroad Company the movement of such trains will permit.

It is further stipulated and agreed, that any space provided for the Express Company which may at any time not be used by said Express Company, may be used by the said Railroad Company, and vice versa. It is further stipulated and agreed, that all cars, or portions of cars, permanently assigned for the use of said Express Company shall be lettered and designated "Southern Express Company."

The Railroad Company hereby stipulates and agrees, that it will not receive or carry on its passenger trains any freight for transportation, except such as is embraced and designated in Article 3, provided that the said Express Company is prepared to handle such business properly.

It is further stipulated and agreed, that the Railroad Company shall not perform, or undertake to perform, an express business for the public while this contract is of force; it is the purpose and desire of the parties hereto that the express business on the lines of the Railroad Company shall be performed by the Express Company, but this shall not prevent the Railroad Company from transporting all such matter as is usually transported by railway companies as common carriers of passengers, including matter intended for the use of the Railroad Company, the United States Mail, milk, extra baggage, corpses, bicycles, dogs, guns and all other articles, which it may be necessary for it to carry in the proper conduct of its business as a common carrier of passengers. Nor shall this prevent the Railroad Company from attaching to passenger trains or to mixed trains any carload of freight which it should carry on such trains in performance of a public duty not inconsistent with the undertaking of the Railroad Company to delegate to the Express Company the express privileges on its trains.

It is further stipulated and agreed, that, when practicable and convenient so to do, and agreed upon by both parties, the Express Company is permitted to employ the same persons who may be acting as railroad agents to

act for the Express Company as express agents, upon such terms as may be agreed upon by the Express Company and such employes, the details of which agreements are to be made known to the Railroad Company. When any of such employes are acting for and on behalf of either of the parties hereto, they shall be held exclusively as the agents of the respective party for whom they may be acting, and neither of said parties shall be held to the other, or to the public, for any acts of nonfeasance, misfeasance or default of such employes, unless the same was done in, or about, or within the scope of the business of such party.

The Railroad Company, when convenient, agrees to permit the use of and free access to any of its warehouses or stations for express business, but should any special buildings or rooms be provided at the request of the Express Company, it will pay either for the actual cost of such necessary buildings or rooms, or a reasonable rent for the same, including the expenses for repairs, heat, light, service and other incidental expenses. If, under this stipulation, buildings shall be erected by the Express Company, or shall be erected for it by the Railroad Company, on the right of way of the Railroad Company, no ground rent will be charged for the space occupied, but such building or buildings must be removed at the expiration of this contract on ninety (90) days' notice in writing, or the right so to remove them will be forfeited, and the title to the same will vest in the Railroad Company on whose land or right of way the same may have been erected; provided, however, that during the existence of this contract, any lands so occupied by the Express Company will be occupied as a tenant at will of the owner, subject to the revocation of the right of occupation upon thirty (30) days' notice in writing, whenever the Railroad Company may need such lands for railroad purposes. Plans for such building to be erected by the Express Company shall be submitted to and approved by the Railroad Company.

It is further stipulated and agreed, that the Railroad Company will provide transportation for the officers and agents of the Express Company over such portions of its system as the jurisdiction of the said officers and agents may extend, under the scope of this agreement; and it is

hereby expressly stipulated and agreed, that, in consideration of such free transportation and of the benefits of this contract, all claim, demand and right to recover damages from the Railroad Company by all officers, agents or employes for any injury or loss sustained or incurred on such transportation, other than such as may result from gross or wanton negligence, is hereby expressly waived and released, and to this end the Express Company shall and will fully indemnify and hold harmless the Railroad Company from all costs, charges, demands, recoveries, damages, expenses, outlays and liabilities to any and every such officer, agent or employe on account of any loss or injury so incurred, as aforesaid.

It is further stipulated and agreed that the Railroad Company will transport free over the lines covered by this agreement, all personal property belonging to the Express Company required for use in its business pertaining to this contract that it may find necessary to send over the said lines, the Express Company to assume the risk of loss or damage to such property so transported.

It is further stipulated and agreed that when the actual weights on express matter shall not have been or cannot be obtained, the same system of estimated weights used by the Railroad Company in transportation of freight shall apply to the Express Company, and when any "empties," in which any freight may have been delivered, are or may be returned free by the Railroad Company, the Express Company may do likewise, with the approval of the Railroad Company.

It is further stipulated and agreed, that the Railroad Company will provide additional service when necessary for handling perishable business, and if such perishable business cannot be handled on regular trains, extra service will be performed, except that the Railroad Company will not provide additional passenger train equipment for such additional perishable business as is referred to in this Article, beyond a reasonable amount, subject to current business, at the discretion of the Railroad Company, but if any large amount of perishable business should be offered by the said Express Company, beyond the capacity of the passenger equipment, the Railroad Company will furnish refrigerator or ventilated cars, as may be reasonably required, and give substantially ex-

press service in connection therewith. It is distinctly stipulated and agreed, however, that the rates to be charged by the Express Company on all perishable business, except such as may be delivered at Savannah to a carrier other than the Express Company as hereinafter provided, shall not be less than one hundred and fifty (150) per cent. of the open and published public tariff freight rates on such business as promulgated by the Railroad Company, and that the Railroad Company shall have not less than fifty (50) per cent. of the gross earnings accruing from such business to the Express Company on the lines of the Railroad Company, with a guarantee to the Railroad Company that its proportion, as a minimum, shall not be less than its full, open and published public tariff freight rates, or its proportion of same.

It is contemplated by the parties hereto that it may be necessary to sell shipments of perishable freight to realize charges for transportation. In case such a sale does not realize the transportation charges, the Railroad Company and Express Company mutually agree to participate in such deficit on the basis of their respective interests in the charges made for carrying of such perishable matter, provided, however, that the Railroad Company will not participate in such deficit if the necessity for such sale shall arise from the neglect of any express company or carrier; and provided further, that the Railroad Company in any event will participate in the deficit only in the proportion which its revenue from the carriage of such perishable matter bears to the total revenue of all the carriers interested therein.

Perishable express business from Florida consigned at Savannah to any carrier other than the Express Company shall be carried to Savannah by the Express Company at rates not less than ten per cent. above the published tariff rates of the Railroad Company on the same matter; on perishable express business consigned to Savannah as aforesaid the Railroad Company shall receive ten per cent. less than the proportion the Railroad Company receives of any through rates upon the same class of business between the same points and by the same route. When charges on such consigned perishable business are from any cause uncollectible at destination,

each party will abate its proportion of such charges. But the provision as to rates and divisions on perishable business from Florida consigned at Savannah shall be subject to change hereafter as may from time to time be agreed upon between the Florida Central and Peninsular Railroad Company and the Savannah, Florida and Western Railway Company.

It is further stipulated and agreed, that the Railroad Company shall not be held responsible for loss of or damage or delay to express matter, or for failure to deliver it.

And it is further stipulated and agreed that the Express Company will pay to the Railroad Company proportions of the gross revenue accruing to the Express Company by reason of its service on the lines embraced herein except as specially provided in Article 8, for the transportation of perishable freight, as follows:

(a) Of the revenue on business destined to or shipped from a point exclusively reached as the only reasonable or practicable route by said Railroad Company or Railroad Companies operated or controlled directly or indirectly by said Railroad Company, 45 per cent.

(b) Of all other revenue, 40 per cent.

The proportion of gross revenue earned by the Express Company on the lines of the Railroad Company, except on business carried continuously between points located on the lines of the Railroad Company shall be determined as follows:

(a) On business from a point common to two or more railroads beyond the lines of the Railroad Company to a local (exclusive) point on the lines of said party, or vice versa, on a basis of not less than one hundred and fifty per cent. of the local class rate of the Railroad Company, provided there shall be a proportionate increase to the Railroad Company in the event of the express rate being based on a higher class or rate.

(b) From a local point beyond the lines of the Railroad Company to a local point on the line of the same, or vice versa, the express revenue shall be apportioned according to the express local rates to and from the point of junction with the Railroad Company.

(c) On other business the revenue of the Express Company shall be apportioned so as to allow the Rail-

road Company a percentage equal to the percentage of said Railroad Company on freight between the same points over the same route.

It is further stipulated and agreed that the Express Company hereby guarantees a minimum revenue from the services herein contemplated payable to the Railroad Company at the rate of seventy-five thousand dollars per annum, payable monthly, during the duration of this contract. Provided, however, that should the lines of the Railroad Company, or any portion thereof, be interrupted or the facilities provided for in this agreement be restricted from any cause whatsoever for such period of time as to affect materially the tariff or revenue of the Express Company, a reasonable abatement shall be made in the guaranty named, and if the parties hereto cannot agree upon the amount of such abatement the matter shall be submitted to arbitration in the manner provided herein.

It is further stipulated and agreed, that the Express Company will make no rates on its business lower than fifty (50) per cent. above the class freight rates of the Railroad Company, as published without the consent of the Railroad Company.

It is further stipulated and agreed, that the Express Company will keep its accounts in a manner satisfactory to and accessible to the Railroad Company, and in form to be agreed upon between the parties hereto, before or after the execution of this contract; and the books pertaining to the business of the Railroad Company shall be open to inspection and subject to objection by the Railroad Company at all times and places.

It is further stipulated and agreed that a reasonable and fair division of all business handled by the Express Company shall at all times be given to the Railroad Company, and the actual proportion of the business handled by the Express Company over the different railroads to, from or through common points shall be made known to the Railroad Company on request, and if the proportion accruing to the Railroad Company should not be satisfactory, on objection being made the question of a reasonable proportion shall be settled by conference, and on failure to agree either party shall be entitled to demand and arrange for arbitration, as hereinafter provided, and ex-

press business to or from points common to F. C. & P. R. R. and Plant System, and express business to or from independent transportation companies in Florida connecting with the F. C. & P. R. R. and Plant System shall be equally divided between the F. C. & P. R. R. and Plant System 50 per cent. to each. By "independent transportation companies" is meant such as are not owned or controlled by either the F. C. & P. R. R. or the Plant Investment Co., or the S. F. & W. Ry. Co. Any matter originating at, or destined to, a local (exclusive) point on the Railroad Company's lines shall be routed so as to give the Railroad Company the longest practicable haul.

It is further stipulated and agreed, that the Express Company will transport free of charge the properly sealed money packages, remittances, collections, valuable documents or other matter of the Railroad Company on and over the lines of the latter at the risk of the Railroad Company, excepting for any loss thereto which may result from the default, neglect or dishonesty of the employes of the Express Company. But for any and all matter destined for points beyond the lines of said Railroad Company, the Express Company will charge for its services beyond the lines of said Railroad Company two-thirds (2/3) of the regular rates, and assume responsibility according to the terms of its receipt.

It is, however, understood and agreed, that the free transportation or special rates on money referred to will apply only to money remittances of the Railroad Company on account of railroad business, but not to any banking or other business, not solely for the account of the Railroad Company.

It is further stipulated and agreed, that when the parties hereto employ the same agent, the receipt of the express messenger on the train for matter solely for the Railroad Company shall constitute a delivery to the Express Company, and the receipt of the party to whom addressed, or his representatives, shall constitute a delivery to the Railroad Company, of all matter from and for the Railroad Company.

It is further stipulated and agreed, that the employes of the Express Company shall be subject to the rules and regulations of the Railroad Company, while on their trains or on their premises.

The Express Company shall have and enjoy exclusive privileges granted under this contract, but said privileges shall not preclude other Railroad Companies which now have or may acquire the right to run their trains over terminal or intermediate parts of the lines of the Railroad Companies from handling through (but not the local) express business of other Express Company, upon the trains of such other Railroad Companies over such parts of the line or lines of the Railroad Company.

It is further stipulated and agreed that in the event at any time in the future during this contract any other line or lines of railroad shall be operated by the Railroad Company not embraced within the terms of this contract, such line or lines being free to contract with the Express Company, said line or lines are hereby declared to come within the terms and be bound by this contract except as to the minimum of revenue so guaranteed, and the amount of said minimum shall be changed by or on account of any such additional line or lines as may be determined upon by conference, or on failure in that behalf, by arbitration as hereinafter provided; and the Railroad Company undertakes to keep such other lines free to contract as aforesaid, so far as lies in its power.

And it is further stipulated and agreed that if for any reason in the future during this contract any line or lines embraced within the terms of this contract shall cease to be operated by the Railroad Company, then the amount of the minimum of revenue hereinbefore set forth may be changed upon conference, or on failure in that behalf, by arbitration as hereinafter provided.

If any difference or contention shall arise between the parties hereto respecting the rights or obligations of either party under this agreement or under any provision herein contained, or growing out of the operation of the lines of the Railroad Company by the Express Company, which shall not be settled by conference, such difference or contention shall be adjusted and settled by an award to be made by three disinterested arbitrators or by a majority of them. The said arbitrators shall be selected by mutual agreement, if possible.

If after a difference has arisen between the parties and they fail to agree upon the said three disinterested arbitrators within a period of ten days after written notice

has been given by the complaining party, then each party shall select one arbitrator within twenty days, and the two arbitrators so chosen shall select a third arbitrator within twenty days after their appointment; and if for a period of twenty days after written notice of desire to arbitrate on the part of either party the other party shall fail to select an arbitrator in the manner aforesaid who shall accept the appointment, then and in that event the arbitrator so selected by the party not in default shall select an arbitrator for the defaulting party within ten days, and the two arbitrators so selected shall select a third within ten days after their appointment, and the three so chosen, or a majority of them, shall duly consider and decide such difference.

In case said arbitrators, or a majority of them, for any reason shall fail to perform the duties imposed upon them within thirty days after the completion of the board, then the complaining party shall have the right to have selected in like manner as above set forth, other arbitrators with like powers, duties and limitations, who shall proceed *de novo* to investigate and decide the matter involved as above provided. The cost and expenses of the arbitration shall be certified by the arbitrators and be paid as awarded by them.

The award of the arbitrators, or a majority of them, shall in all cases be final and conclusive between the parties.

It is further stipulated and agreed that this agreement is to take effect July 1, 1896, and remain in force as herein provided for a term of ten years, and so continue thereafter until ninety (90) days' notice in writing shall have been given by either party, notifying the other party of an abrogation of the same.

This agreement, including all provisions thereof, is binding upon the respective successors and assigns of the parties hereto, as well as upon the parties themselves.

IN WITNESS OF ALL WHICH, All the said parties, by their proper officers, having been thereunto previously authorized, have hereunto set their hand and seals on the day and date first above written.

FLORIDA CENTRAL AND PENINSULAR RAILROAD
COMPANY.

By H. RIEMAN DUVAL, President.

Attest: E. R. HOADLEY, Secretary.

SOUTHERN EXPRESS COMPANY.

By M. J. O'BRIEN,

Vice President and General Manager.

Attest: G. H. TILLEY, Secretary.

CONTRACT WITH THE
SAVANNAH, FLORIDA AND WESTERN RAILWAY
COMPANY.

Effective July 1, 1881.

This agreement made this first day of July, 1881, between the Savannah, Florida and Western Railway Company, of the first part, and the Southern Express Company of the second part.

WITNESSETH:

WHEREAS, the party of the first part, a corporation existing under the laws of the State of Georgia, controls and operates certain lines of railroad extending between Savannah, Live Oak, Jacksonville, Bainbridge and Albany; AND WHEREAS, the party of the second part, a corporation existing under the laws of the State of Georgia with authority to do a general Express business, is now engaged in such business in and through the territory traversed by the Railroads owned or controlled by the said party of the first part; AND WHEREAS, it is deemed to the interest of the parties hereto that so much of the freight traffic of the said party of the first part as can in the judgement of the

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said party of the first part be more profitably and conveniently conducted on the passenger trains, should be intrusted to the said party of the second part, whereby greater facilities can be afforded for the receipt and delivery and forwarding of such freight as the public may require, shall have quick transportation and greater security, can be afforded for light and valuable packages which cannot be transported except in the custody of messengers.

NOW THEREFORE the parties hereunto have entered into the following agreement for the conduct of the above described traffic, on the terms and conditions hereinafter specified, to-wit:

FIRST: Said party of the first part agrees to furnish such cars, or as large a space in the cars, on its passenger trains for the use of the party of the second part as in its judgment can be reasonably set apart for Express freight without causing detention to passengers or United States Mail, and to furnish all such necessary or proper facilities for the accommodation of the messengers of the said party of the second part while in the discharge of their duties, and of the freight in their custody while on the trains of the said party of the first part, as shall be agreed upon and accepted by the parties hereto, including the warming and lighting of such cars or parts of cars.

SECOND: The said party of the first part also agrees to require its agents to attend to the Express business at local points on its lines for such reasonable compensation to be paid by said Express Company as may be agreed upon between the parties hereto and such agents, whenever it is practicable for such agents to perform the service without detriment to the interests of the said party of the first part.

THIRD: And the said party of the first part further agrees to allow the party of the second part the use of such space in its depots or warehouses during such time as it can be conveniently allowed to them for Express purposes without compensation therefor, but this shall not be construed to require the said party of the first part to provide special accommodations for the party of the second part, and it is understood that when such special accommodations are needed they shall be provided at the cost of the party of the second part.

FOURTH: The party of the second part agrees to utilize the cars or space allotted for the Express business to the best advantage so as to secure to themselves and the party of the first part the largest revenue practicable to be obtained from such traffic, and to conduct the Express business over the lines of the party of the first part in a systematic and efficient manner, so as to secure as large a development as possible of the business desired to be so conducted.

FIFTH: The gross revenue collected by the party of the second part from Express freight traffic of every description done on the lines of the said party of the first part shall be properly accounted for and divided as follows:

On all local freight, that is to say, freight to and from points on the line of the party of the first part, the said party of the first part shall receive fifty per cent, and the said party of the second part shall retain fifty per cent,; and on all through freight, that is to say, freight originating at or destined for points beyond the line of the party of the first part, and on freight business between Savannah and Jacksonville proper, the said party of the first part shall receive forty per cent, and the party of the second part shall retain sixty per cent. of the revenue collected by the said party of the second part for the transportation of such freights on or over the lines of the party of the first part.

SIXTH: The party of the second part may receive and forward such kind and character of freight as may be offered it, and make its own charges thereon; but said charges on general merchandise shall not be less than the Railway Company's first class freight train rates per hundred pounds; and on all perishables, that is to say, the articles hereinafter enumerated under the head of perishables, the charge of the second part of the parties for such business shall not be the less than the fourth-class freight train rates of the party of the first part.

It is understood, however, that the rates fixed by the party of the second part for all local freight business shall be subject to the approval or rejection to the General Manager of the party of the first part.

"Perishables" shall not be understood to embrace the following named articles: Mineral water, ale, beer, butter,

bread, crackers, honey, eggs, turtles, dressed poultry, fresh meat, fresh eggs, open oysters, milk, fruit, vegetables, cocoanuts and ground peas.

SEVENTH: For and in consideration of the party of the second part agreeing to give special attention to the solicitation and despatch of oranges and early vegetables, shipments from Georgia and Florida, the party of the first part agrees to furnish upon reasonable notice whatever accommodations may be necessary for the expeditious conduct of said business, and to charge said second party on this particular traffic ten per cent, less than the proportion it (the party of the first part) receives of any through rate on the same class of business between the same points and by the same route; and provided further that the Express rates of the party of the second part shall be at least ten per cent, more than the freight of the party of the first part.

EIGHTH: In consideration of the party of the second part assuming all responsibilities therefore, it is agreed that on all gold and silver bullion, or specie, carried by them, the party of the first part shall do the transportation thereof at the rate of twenty-five cents per hundred pounds per hundred miles or fraction thereof, and on all money business other than gold or silver aforesaid, the party of the second part shall retain all revenue collected by them and assume all responsibility therefor.

NINTH: No responsibility shall attach to the party of the first part for any goods, money or other articles that may be transported on or over its lines for or in the custody of the party of the second part, except for damages to freight which may result from the gross carelessness of the party of the first part, its agents or servants, provided that no such responsibility shall attach to the party of the first part for specie, gold or silver, bullion, money, or for other freight on which the party of the first part receives no compensation or a fixed rate per hundred pounds in special consideration of the party of the second part assuming all responsibility therefor.

TENTH: The party of the second part shall, when requested to do so, furnish to the proper officers of the party of the first part copies of all manifests of freight transported over the lines of the said party of the first part, and render such accounts of said freight business

as may be necessary to a full and proper knowledge and understanding thereof, and make settlement monthly for the same, and the books or accounts of the party of the second part pertaining to such business shall be subject to examination by any authorized officer of the party of the first part.

ELEVENTH: The party of the second part agrees to transport for two-thirds of its tariff rate the properly sealed money packages or matter of the party of the first part to and from all points reached by or through the party of the second part; and said second party assumes all responsibility therefor in accordance with the terms of its regular printed receipt.

TWELFTH: Where both parties to this agreement employ the same agent, the receipt of the express messenger on the train for packages shipped on account of the party of the first part shall constitute a delivery to the party of the second part, and the receipt of the party to whom addressed shall constitute a delivery by the party of the second part of such packages.

THIRTEENTH: The party of the first part will carry free the iron safes and packages, chests, of the party of the second part, and the messengers in charge of its express matter, and will also furnish free transportation for all other employes of the party of the second part when traveling upon business of the latter.

FOURTEENTH: It is mutually understood and agreed that the said party of the first part shall not be responsible for any accident or injury sustained to the employes of the said party of the second part while on the trains of the party of the first part—and in the event of any liability arising against the party of the first part for personal injury, death, or otherwise, of any employes of the party of the second part, it is hereby understood and agreed that the said party of the second part will assume all liability.

FIFTEENTH: Employes of the party of the second part shall be subject to the rules of the party of the first part for the government of its employes while on the trains, but said rules shall not conflict with the proper duties or unnecessarily interfere with them in the discharge of their duties.

SIXTEENTH: It is further agreed between the par-

ties hereto that if at any time during the continuance of this contract the Railway Company shall make any contract or agreement with any other express company, incorporated or unincorporated, or with any person or persons carrying on or conducting an Express business at any lesser rates and on more favorable terms than we herein provide for, then and in such event the Railway Company agrees forthwith to give the benefit of such lesser rates and better terms to the Express Company, party hereto, during the remaining terms of this contract, and the same shall be modified to conform thereto.

SEVENTEENTH: This contract shall take effect from the first day of July, 1881, and shall remain in full force and effect for the period of ten years, therefrom, and shall be continued thereafter, provided it is hereby agreed that if after the expiration of one year from the commencement of this agreement the percentages hereinabove agreed upon for the division of revenue between the parties hereto should be found unsatisfactory to either said parties, they may be changed by mutual agreement.

EIGHTEENTH: It is further agreed that the provisions of this agreement shall also apply during the existence to the business of the party of the second part upon all lines of road that may hereafter be owned, leased, or operated by the party of the first part.

WITNESS WHEREOF THE SIGNATURES hereto appended the day and year herein first above written.

(Signed) H.S. HAINES,

General Manager S. F. & W. Ry. Co.

WITNESS: T. W. LEARY,

S. LOUGHMAN.

FOR THE SOUTHERN EXPRESS COMPANY.,

M. J. O'BRIEN, General Supt.

WITNESS: G. H. TILLEY,

R. B. SMITH.

AT TAMPA BAY HOTEL.

Tampa, Fla., March 11, 1899.

Mr. D. F. Jack, Freight Traffic Manager of the Plant System of Railways, and Mr. C. L. Loop, Traffic Mana-

gar of the Southern Express Company, having conferred on the subject of compensation by the Express Company to the Railway System for the transportation of fruits and vegetables originating on the Railway lines of the System, agree to adopt the following:

1. That the Express Company will assiduously endeavor to develop and promote the perishable business on the lines of said Railway System, and that the Railway System will provide additional service when necessary for handling perishable business, and if same cannot be handled on regular trains, extra service will be performed, as may from time to time be required by the Express Company.

2. It is agreed, however, that the rates to be charged by the Express Company on all perishable business, except such as may be delivered at Savannah or Charleston to a carrier other than the Express Company, as hereinafter provided, shall not be less than 150 per cent. of the freight tariff rates on such business as promulgated by the Railway System, and the Railway shall have not less than 50 per cent. of the gross earnings accruing from such business to the Express Company on the lines of the Railway System, with a guarantee to the Railway System that its proportion, as a minimum, shall not be less than its tariff freight rates or proportion of same.

3. Perishable express business from Florida, consigned at Savannah or Charleston to any other carrier than the Express Company, shall be carried by the Express Company, to Savannah or Charleston, at rates not less than ten per cent. above the tariff freight rates of the Railway System on the same matter, and on such business the Railway System shall receive 10 per cent. less than the proportion it would receive of any through rates upon the same class of business between the same points, by the same route.

4. But the Provision as to rates and divisions on perishable business from Florida, consigned at Savannah, shall be subject to change hereafter, as may from time to time be agreed upon between the Savannah Florida & Western Railway Company and the Florida Central & Peninsular Railway Company.

5. The foregoing agreement is understood to supersede, modify or amend any and all agreements or under-

standings in any of the contracts between any of the Railway lines composing the Plant System, and the Southern Express Company, in conflict therewith.

6. All of the contracts between the Express Company and the Railway System, as relating to compenstion for merchandise shipments, are amended to read as follows:

"The proportion of gross revenue earned by the Express company on the lines of the Railway System, except on business carried continuously between points located on the lines of the Railway System, shall be determined as follows:

"(a) On business from a point common to two or more Railroads beyond the line of the Railway System, to a local (exclusive) point on the lines of said party, or vice versa, on a basis of not less than 150 per cent. of the local class rates of the Railway System, provided there shall be a proportionate increase to the Railway System in the event of the Express rate being based on a higher class or rate.

"(b) From a local point beyond the lines of the Railway System to a local point on the line of the same, or vice versa, the Express revenue shall be apportioned according to the Express local rates to and from the point of junction with the Railway System.

"(c) On other business the revenue of the Express Company shall be apportioned so as to allow the Railway System a percentage equal to the percentage of said Railway System on freight between the same points over the same route."

7. The foregoing to take effect March 1 1899, and continue with the tenure of existing contracts; provided, however, that if the foregoing agreement shall be found to be inequitable or unfair to either party at any time hereafter, it shall be amended or modified according as circumstances may require.

Signed: D. F. JACK, Freight Traffic Manager, Plant System.

Signed: C. L. Loop, Traffic Manager Southern Express Company.

Savannah, Ga., Jan. 3, 1900.

Subject: Transportation charges on fruits and vegetables moved all rail express.

MR. C. L. LOOP,

Traffic Manager, Southern Express Co.,
Chattanooga, Tenn.

DEAR SIR:

I beg to own receipt of your favors of the 27th and 28th ultimo, with regard to payment of transportation charges of fruits and vegetables moved all-rail express.

It is perfectly agreeable to the Plant System that the Express Company should pay the Railroad Company's tariff rates to junction points, less ten per cent. on fruits and vegetables, when moved by all-rail express, just the same as you pay on consigned business delivered to carriers other than the Express Company at Charleston or Savannah; that is, the Plant System of Railways should receive 10 per cent. less than the proportion it would receive out of any through rate on "the same class of business between the same points, by the same route."

Yours Truly,
(Signed) D. F. JACK,
Freight Traffic Manager.

CONTRACT WITH THE
LOUISVILLE & NASHVILLE RAILROAD
COMPANY.

Effective January 1, 1900.

This agreement, made and entered into on the 18th day of December, 1899, by and between the Louisville & Nashville Railroad Company, a corporation duly organized and existing under and by virtue of the laws of the State of Kentucky, acting for its own and certain other railways, as per schedule attached, for convenience hereinafter called the Railroad Company, party of the first part,

and the Southern Express Company, hereinafter called the Express Company, party of the second part.

WITNESSETH:

FIRST: That in consideration of the payments, covenants and agreements hereinafter set forth, to be by the Express Company duly made, kept and performed, and subject to the provisions, conditions, restrictions and limitations herein contained, the Railroad Company hereby agrees to transport or cause to be transported, by cars attached to regular passenger trains over all the lines aforesaid, to and from all stations at which said trains make regular stops, the messengers, safes, packing trunks and express matter of said Express Company on all of said passenger trains each way daily, or so often as said trains may run; provided however, that the persons hereby agreed to be transported shall be only such as accompany the express matter and valuables of the Express Company, and such other persons as it may become necessary to send over the aforesaid railroads, upon the business of said Express Company, and that for such persons, passes shall be granted by the Railroad Company on the written application of duly authorized officers of the Express Company.

SECOND: That for the conveyance of the aforesaid messengers, safes, packing trunks and express matter, the Railroad Company agrees to provide such cars or car space, and to light and warm the same, when necessary, on all said passenger trains running upon the herein mentioned lines and branches. **PROVIDED, HOWEVER,** that the maximum weight to be carried in any of said cars shall not exceed a limit which in the judgement of the Railroad Company is necessary for safety.

THIRD: That anything herein-above contained, to the contrary notwithstanding, the Railroad Company hereby limits and restricts the use by the Express Company of the lines above mentioned and described, to wit: that the foregoing confers no right upon so-called "East Mail" trains, or "Limited" trains carrying passengers only, which may hereafter be installed upon the lines of the Railroad Company, except at the option of the Railroad Company to expedite the business of the Express Company.

FOURTH: That the Railroad Company further agrees

that it will, so far as it can conveniently do so, permit the Express Company to use a portion of its station houses on the lines herein described, without charge therefor, for the reception, safe keeping and delivery of express matter carried under this agreement; and it further agrees that none of its employes shall, for themselves or for said Railroad Company be allowed to transport on said passenger trains money, valuable packages, goods or merchandise of any kind whatsoever, except passengers' baggage, and so-called "extra baggage" or goods or material for the use of the Railroad Company.

FIFTH: The express business to be carried on under this contract is understood to mean such business as is commonly carried on by express companies at the present time, or as may be carried on by them during the continuance of this contract, and the Railroad Company agrees that it will not carry any express business on its own account, nor permit any of its agents or employes to carry on such business, nor will it grant to any person, or persons, corporation or association, any express transportation or facilities whatever upon all or any part of the said Railroad Company's lines, either for through or local traffic during the continuance of this contract, and any such express business offered to the Railroad Company shall be turned over to the Express Company, to be carried by and for the benefit of the Express Company, except milk and personal baggage, when accompanied by the owners, and corpses at the option of the Railroad Company.

SIXTH: That the Railroad Company further agrees to transport, free of charge, over the lines covered by this contract, the wagons, horses, provender, safes and other material to be used by said Express Company in the transaction of its business at the various points on the lines embraced in this agreement; and it also agrees that the Express Company shall have the right to employ the agents and servants of the Railroad Company as its own agents, when such employment will not, in the opinion of the Railroad Company, be to the interruption or detriment of its business; PROVIDED HOWEVER, that in no case shall the Railroad Company be in any wise responsible for any loss, cost or damage caused by the negligence or malfeasance of such servant or agent when so acting as agent for the Express Company.

SEVENTH: That in consideration of the covenants and agreements of the Railroad Company hereinbefore set forth to be by it duly kept and performed, the Express Company, hereby agrees that it will pay to the Railroad Company amounts equal to forty-five per cent. (45 per cent.) of the gross earnings derived from the express business transacted on the lines herein mentioned, and that in computing such earnings, the earnings on all matter destined to or shipped from points beyond any terminal of the lines of the Railroad Company herein described, shall be accounted for on a pro rata per mile carried of the entire through rate charged thereon.

EIGHTH: That the Express Company further agrees that it will, and it does hereby assume all risks, losses and damage to its own property, and to all property, express matter and valuable packages, including money, jewelry, diamonds and all precious stones carried under the provisions of this contract; and also that it will, and it does hereby assume all risks and damage to its agents and employes while engaged in its business on any of the railroads or property of the Railroad Company. And the Express Company also agrees that it will hold the Railroad Company free and harmless from all loss, cost and damages arising out of any of the matters so as aforesaid assumed by it, the Express Company.

NINTH: That the Express Company further agrees to carry without charge, as part of the consideration of this contract, over any and all of the lines of railroad above mentioned, all money and other valuable packages belonging to the Railroad Company, or pertaining to its business, and deliver the same as addressed, or to the representative of the consignee, at all proper places of delivery on said lines or at the termini thereof; PROVIDED, HOWEVER, that the Railroad Company shall assume all risks of loss or injury of or to such money and other valuable packages, unless the same be caused by theft, carelessness, fault or dishonesty of the employes of the Express Company.

Where both parties to this agreement employ the same agent, the receipt of the Express Messenger on the train for any packages shall constitute a delivery to the Express Company, and the receipt of the party to whom such packages may be addressed, or his representative, shall constitute a delivery by the Express Company.

TENTH: The Express Company further agrees that it shall not and will not, except with the consent of the Railroad Company, carry any express matter over any of the lines herein named at less rates than one and one-half times the freight tariff rates of said Railroad Company, except money, bullion, securities, jewelry and valuables, packages of papers and perishable matter that may be transported in the United States Mails, as to all of which exceptions the Express Company shall be at liberty to regulate and fix its own rates, subject to the approval of the Railroad Company, such rates to be withdrawn if disapproved.

ELEVENTH: It is further stipulated and agreed that in the event, at any time during the continuance of this contract, any other line or lines of railroad shall be operated by the Railroad Company not embraced within the terms of this contract, such line or lines being free to contract with the Express Company, said line or lines are hereby declared to come within the terms, and be bound by this contract; and the Railroad Company undertakes to keep such other lines free to contract, as aforesaid, so far as lies in its power.

TWELFTH: This agreement shall take effect on the first day of January, 1900, and shall continue and remain in force until January 1, 1907, and thereafter until either of the parties hereto shall have given to the other six months' notice in writing of its desire to terminate the same, and during the continuance thereof shall be binding upon the parties hereto, their and each of their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereto duly authorized, the day and year first above written.

THE LOUISVILLE AND NASHVILLE RAILROAD
COMPANY.

By M. H. SMITH, President.

Attest: J. H. ELLIS, Secretary.

SOUTHERN EXPRESS COMPANY,

By M. J. O'BRIEN, President.

Attest: G. H. TILLEY, Secretary.

THE LOUISVILLE & NASHVILLE RAILROAD CO.

Schedule of mileage of road on which express service is to be operated under contract to which this is attached:

	Miles.
Birmingham Mineral Railroad.....	185.18
Alabama Mineral Railroad.....	124.91
Mobile and Montgomery Railway.....	178.49
New Orleans and Mobile R'd. and Ponchartrain Railroad	145.54
Owensboro and Nashville Railway.....	88.10
Memphis Line, Guthrie, Ky., to Memphis, Tenn.	213.20
Clarkesville and Princeton Division.....	32.00
Clarkesville Mineral Branch.....	38.00
Henderson Division and Madisonville Branch.	150.86
Pensacola and Selma Division.....	109.97
Pensacola Division	44.40
Pensacola and Atlantic Railroad.....	160.14
Nashville and Decatur Railroad.....	119.24
South and North Ala. R'd. and Wetumpka Brchs.	188.97
Elkton and Guthrie Railroad.....	10.92
Nashville, Florence and Sheffield Ry. and Brchs.	107.46
Henderson Bridge and connecting track.....	10.06
Montgomery and Prattville Railroad.....	10.35
Total	1,917.82
Jointly operated with Adams Express Company.	

COPY OF CONTRACT WITH THE
GEORGIA SOUTHERN AND FLORIDA RAILWAY
COMPANY.

Taking Effect July 1, 1896.

This agreement made and entered into on this 27th day of May, 1896, by and between the GEORGIA SOUTHERN & FLORIDA RAILWAY COMPANY, party of the first part (hereinafter called the Railway Com-

pany) and the Southern Express Company, party of the second part (hereinafter called the Express Company)

WITNESSETH THAT:

WHEREAS, it is the desire and purpose of both parties to this contract for the benefit of the public and themselves, to promote, stimulate, increase and make more effective and remunerative the forwarding of express business along and over the line of railway operated at the present time by the party of the first part, as shown by map attached to and made a part hereof, the following agreements and stipulations are hereby entered into and agreed upon by the parties hereto, namely:

FIRST: The Railway Company hereby agrees and stipulates that it will provide on each regular passenger train (except Limited trains as hereinafter provided) suitable accommodations for handling all express matter duly offered, not to exceed one whole car per train, and will afford free access to its trains and premises, for the purpose of this contract. At the discretion of the Railway Company, it may provide extra cars on its passenger trains in such manner or to such an extent as not to interfere with the dispatch of its own business, or to impede the speed of trains. If the Express Company however, upon occasion, shall concentrate a greater number of extra car loads of express freight than can be hauled conveniently upon the regular passenger trains of the said Railroad Company, the Railway Company will cause such extra car loads, if three or more, to be hauled on a special train; and if less than three, will cause them to be hauled on the next following passenger, special freight or fast freight train, and will give such extra cars substantially as quick time and despatch as is given on other railway lines in direct competition with the Railway Company. On limited trains, accommodations will be provided for the Express Company, only to such extent as in the judgment of the Railway Company, the movement of such trains will permit.

It is further stipulated and agreed that any space provided for the Express Company which may at any time not be used by said Express Company, may be used by the said Railway Company, and vice versa. It is further stipulated and agreed that all cars or portions of cars

permanently assigned for the use of said Express Company shall be lettered and designated "Southern Express Company."

SECOND: The Railway Company hereby stipulates and agrees that it will not receive or carry on its passenger trains any freight for transportation except such as is embraced and designated in Article Third, provided that the Express Company is prepared to handle such business properly.

THIRD: It is further stipulated and agreed that the Railway Company shall not perform or undertake to perform any express business for the public while this contract is in force; it is the purpose and desire of the parties hereto that the express business on the line of the Railway company shall be performed by the Express Company, but this shall not prevent the Railway Company from transporting all of such matter as is usually transported by Railway Companies as common carriers of passengers, including matter intended for the use of the Railway Company, the United States Mail, Milk, Extra Baggage, Corpses, Bicycles, Dogs, Guns, and all other articles which it may be necessary for it to carry in the proper conduct of its business as a common carrier of passengers. Nor shall it prevent the Railway Company from attaching to passenger trains or to mixed trains any car load of freight which it should carry on such trains in performance of a public duty not inconsistent with the undertaking of the Railway Company to delegate to the Express Company the express privileges on its trains.

FOURTH: It is further stipulated and agreed that, when practicable and convenient to do so, and agreed upon by both parties, the Express Company is permitted to employ the same persons who may be acting as Railway Agents, to act for the Express Company as Express Agents, upon such terms as may be agreed upon by the Express Company and such employees, the details of which agreement are to be made known to the Railway Company. When any of such employees are acting for and on behalf of either of the parties hereto shall be held exclusively as the agents of the respective party for whom they may be acting, and neither of said parties shall be held to the other or to the public, for any acts of nonfeasance, misfeasance, or default of such employees,

unless the same was done in or about or within the scope of the business of such party.

The Railway Company, when convenient, agrees to permit the use of and free access to any of its warehouses or stations, for express business, but any special buildings or rooms be provided at the request of the Express Company, it will pay either for the actual cost of such necessary buildings or rooms, or a reasonable rent for the same, including the expense for the repairs, heat, light, service and other incidental exxpenses. If under this stipulation, buildings shall be erected by the Express Company or shall be erected for it by the Railway Company, on the right of way of the Railway Company, no ground rent will be charged for the space occupied, but such building or buildings must be removed at the expiration of this contract, on ninety days' notice, in writing, or the right so to remove them shall be forfeited and the title to the same will vest in the Railway Company on whose land or right of way the same may have been erected; Provided, however, that during the existence of this contract, any lands so occupied by the Express Company will be occupied as a tenant at will of the owner, subject to revocation of the right of occupation, upon thirty days' notice, in writing, whenever the Railway Company may need such land for railway purposes. Plans for any such building to be erected by the Express Company shall be submitted to and approved by the Railway Company.

FIFTH: It is further stipulated and agreed that the Railway Company will provide transportation for the officers and agents of the Express Company, over such portion of its lines as the jurisdiction of the said officers and agents may extend, under the scope of this agreement, and it is hereby expressly stippulated and agreed that in consideration of such free transportation, and of the benefits of this contract, all claims, demands and rights, to recover damages from the Railway Company by all officers, agents or employes, for any injury or loss sustained or incurred on such transportation, other than such as may result from gross or wanton negligence, is hereby expressly waived and released—and to this end the Express Company shall and will fully indemnify and

hold wholly harmless the Railway Company from all costs, charges, demands, recoveries, damages, expenses, outlays and liabilities to any and every such officer, agent, or employe on account of any loss or injury so incurred, as aforesaid.

SIXTH: It is further stipulated and agreed that the Railway Company will transport free over the lines covered by this agreement, all personal property belonging to the Express Company, required for use in its business pertaining to this contract—that it may find necessary to send over the said lines—the Express Company to assume the risk of loss or damage to such property so transported.

SEVENTH: It is further stipulated and agreed that when actual weights of express matter shall not have been or cannot be obtained, the same system of estimated weights used by the Railway Company in its transportation of freight, shall apply to the Express Company, and when any "empties" in which any freight may have been delivered are or may be returned free by the Railway Company, the Express Company may do likewise, with the approval of the Railway Company.

EIGHTH: It is further stipulated and agreed that the Railway Company will provide additional service when necessary for handling perishable business; and if such perishable business cannot be handled on regular trains, extra service will be performed, except that the Railway Company will not provide additional passenger train equipment for such additional perishable business as is referred to in this article, beyond a reasonable amount, subject to its current business at the discretion of the Railway Company; but if any large amount of perishable business should be offered by the said Express Company beyond the capacity of the passenger equipment, the Railway Company will furnish refrigerator or ventilated cars, as may be reasonably required, and give substantially Express service in connection therewith. It is distinctly stipulated and agreed, however, that the rates to be charged by the Express Company on all perishable business shall not be less than one hundred and fifty (150) per cent. of the open and published tariff freight rates on such business, as promulgated by the Railway Company, and that the Railway Company shall

not have less than fifty (50) per cent. of the gross earnings accruing from such business to the Express Company on the line of the Railway Company, with a guarantee to the Railway Company that its proportion as a minimum shall not be less than its full open and published tariff freight rate, or its proportion of same.

It is contemplated by the parties hereto that it may be necessary to sell shipments of perishable freight, to realize the charges of transportation. In case such a sale does not realize the transportation charges, the Railway Company and the Express Company mutually agree to participate in such deficit on the basis of their respective interests in the charges made for the carrying of such perishable matter; provided, however, that the Railway Company will not participate in such deficit if the necessity of such sale shall arise from the neglect of any Express Company or carrier; provided, further, that the Railway Company in any event will participate in the deficit only in the proportion which its revenue from the carriage of such perishable matter bears to the total revenue of all the carriers interested therein.

NINTH: It is further stipulated and agreed that the Railway Company shall not be held responsible for the loss of or damage or delay to express matter or for failure to deliver it.

TENTH: It is further stipulated and agreed that the Express Company will pay to the Railway Company proportions of the gross revenue accruing to the Express Company by reasons of its service on the lines embraced herein, except as specially provided in Article Eight for the transportation of perishable freight, as follows:

(a) Of the revenue on business destined to or shipped from a point exclusively reached as the only reasonable or practicable route by said railway company, or by railway companies operated or controlled directly or indirectly by said Railway Company, forty-five per cent.

(b) Of all other revenue, forty per cent.

ELEVENTH: The proportion of the gross revenue earned by the Express Company on the line of the Railway Company, except on business carried continuously between points located on the line of the Railway Company, shall be determined as follows:

(a) On business from a point common to two or more

railroads beyond the line of the Railway Company to a local (exclusive) point on the line of the said party, or vice versa, on a basis of not less than one hundred and fifty (150) per cent. of the local class rate of the Railway Company, provided there shall be a proportionate increase to the Railway in the event the Express rate is based on a higher class rate.

(b) From a local point beyond the line of the Railway Company, to a local point on the line of the same, or vice versa, the Express revenue shall be apportioned according to the Express local rates to and from the point of junction with the Railway Company.

(c) On other business the revenue of the Express Company shall be apportioned so as to allow the Railway Company a percentage equal to the percentage of said Railway Company on freight between the same points over the same route.

TWELFTH: It is further stipulated and agreed that the Express Company hereby agrees to guarantee a minimum revenue from the service herein contemplated, payable to the Railway Company, at the rate of Twenty-five Thousand Dollars per annum, payable monthly during the first year of this contract, and a guarantee of \$200 per annum additional payable monthly for each succeeding year of the contract, making the minimum revenue for the tenth year, Twenty-six Thousand, Eight Hundred Dollars (\$26,800.00),—or proportionate amounts, according to the duration of this contract; provided, however, that should the line of the Railway Company, or any portion thereof, be interrupted or the facilities provided for in this agreement be restricted from any cause whatsoever, for such a period of time as to affect materially the traffic or revenue of the Express Company, a reasonable abatement shall be made in the guarantee named—and if the parties hereto cannot agree upon the amount of such abatement, the matter shall be submitted to arbitration in the manner provided herein.

THIRTEENTH: It is further stipulated and agreed that the Express Company will make no tariff rates on its business lower than fifty per cent. above the class freight rates of the Railway Company, as published, without the consent of the Railway Company.

FOURTEENTH: It is further stipulated and agreed that the Express Company will keep its accounts in a

manner satisfactory to and accessible to the Railway Company, and in form to be agreed upon between the parties hereto before or after the execution of this contract, and the books pertaining to the business of the Railway Company shall be open to inspection and subject to objection by the Railway Company at all times and places.

FIFTEENTH: It is further stipulated and agreed that a reasonable and fair division of all business, especially including all business to, from or through Florida, handled by the Express Company, shall at all times be given to the Railway Company, and the actual proportion of the business handled by the Express Company over the different railroads to, from, or through common points shall be made known to the Railway Company on re-Company should not be satisfactory, on objection being made, the question of a reasonable proportion shall be settled by conference, and on failure to agree, either party shall be entitled to demand and arrange for arbitration, as hereinafter provided.

SIXTEENTH: It is further stipulated and agreed that the Express Company will transport free of charge the properly sealed money packages, remittances, collections, valuable documents, or other matter of the Railway Company, on and over the line of the latter, at the risk of the Railway Company, excepting for any loss thereto which may result from the fault, neglect or dishonesty of the employes of the Express Company. But for any and all matter destined for points beyond the line of said Railway Company the Express Company will charge for its service beyond the line of said Railway Company two-thirds of the regular rate, and assume responsibility according to the terms of its receipt.

It is, however, understood and agreed, that the free transportation or special rate on money referred to will apply only to money remittances of the Railway Company, on account of railroad business, but not to do any banking or other business, not solely for the account of the Railway Company.

SEVENTEENTH: It is further stipulated and agreed that when the parties hereto employ the same agent, the receipt of the Express messenger on the train

for matter solely for the Railway Company shall constitute a delivery to the Express Company, and the receipt of the party to whom addressed, or his representative, shall constitute a delivery to the Railway Company, of all matter from and for the Railway Company.

EIGHTEENTH: It is further stipulated and agreed that the employes of the Express Company shall be subject to the rules and regulations of the Railway Company while on their trains or on their premises.

NINETEENTH: The Express Company shall have and enjoy the exclusive privileges granted under this contract, but said privileges shall not preclude other Railway Companies which now have or may acquire the right to run their trains over terminal or intermediate parts of the line of the Railway Company, from handling the through (but not the local) express business of other Express Companies on the trains of such other Railway Companies over such parts of the line of the Railway Company.

TWENTIETH: It is further stipulated and agreed that in the event at any time in the future during this contract, any other line or lines of Railway shall be operated by the Railway Company not embraced within the terms of this contract, such line or lines being free to contract with the Express Company, said line or lines are hereby declared to come within the terms and be bound by this contract, except as to the minimum of revenue so guaranteed as aforesaid, and the amount of said minimum shall be changed by or on account of any such additional line or lines as may be determined upon by conference, or on failure in that behalf by arbitration, as hereinafter provided; and the Railway Company undertakes to keep such other lines free to contract as aforesaid, so far as it lies in its power.

And it is further stipulated and agreed that if for any reason in the future during this contract any portion of the line or lines embraced within the terms of this contract shall cease to be operated by the Railway Company, then the amount of the minimum of revenue hereinafter set forth, may be changed upon conference, or on failure in that behalf, by arbitration, as hereinafter provided.

TWENTY-FIRST: If any difference or contention shall arise between the parties hereto respecting the

rights or obligations of either party under this agreement or under any provision herein contained, or growing out of the operation of the line of the Railway Company by the Express Company, which shall not be settled by conference, such difference or contention shall be adjusted and settled by an award to be made by three disinterested arbitrators or by a majority of them. The said arbitrators shall be selected by mutual agreement, if possible.

If, after a difference has arisen between the parties, and they fail to agree upon the said three disinterested arbitrators within a period of ten days after written notice has been given by the contending party, then each party shall select one arbitrator within twenty days, and the two arbitrators so chosen shall select a third arbitrator within twenty days after their appointment; and if for a period of twenty days after written notice of desire to arbitrate, on the part of either party, the other party shall fail to select an arbitrator in the manner aforesaid, who shall accept the appointment, then and in that event the arbitrator so selected by the party not in default shall select an arbitrator for the defaulting party within ten days; and the two arbitrators so selected shall select a third within ten days after their appointment, and the three so chosen, or a majority of them, shall duly consider and decide such difference.

In case said arbitrators or a majority of them for any reason shall fail to perform their duty imposed upon them, within thirty days after completion of the board, then the complaining party shall have the right to have selected in like manner as above set forth, other arbitrators of like power, duties and limitations, who shall proceed *de novo* to investigate and decide the matter involved, as above provided. The cost and expenses of the arbitration shall be certified to by the arbitrators and be paid as awarded by them.

The award of the arbitrators, or a majority of them, shall in all cases be final and conclusive between the parties.

TWENTY-SECOND: It is further stipulated and agreed that this agreement is to take effect on July 1, 1896, and remain in force as herein provided for a period of ten years, and so continue thereafter until ninety days' notice in writing shall have been given by either party

notifying the other party of an abrogation of the same.

TWENTY-THIRD: This agreement, including all provisions thereof, is binding upon the respective successors and assigns of the parties hereto, as well as upon the parties themselves.

IN WITNESS OF ALL WHICH, both of said parties, by their proper officers, having been thereunto previously authorized, have hereunto set their hands and seals on the day and date first above written.

GEORGIA SOUTHERN & FLORIDA RAILWAY COMPANY.

[Seal] By WILLIAM CHECKLEY SHAW,
Vice President.

Attest: BEN C. SMITH, Secretary.

SOUTHERN EXPRESS COMPANY.

[Seal] By M. J. O'BRIEN,
Vice President and General Manager.

Attest: G. H. TILLEY, Secretary.

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 27th day of May, 1896, by and between the Georgia Southern & Florida Railway Company, party of the first part, hereinafter called the Railway Company, and the Southern Express Company, party of the second part, hereinafter called the Exxpress Company.

WITNESSETH:

Whereas the said parties have duly executed the contract of even date herewith, a copy of which is hereto attached, and to which reference is hereby more specifically made; and

Whereas, it is the desire of said parties to enter into an additional agreement with reference to the subject matter of said contract;

Now therefore, in consideration of sum of One Dollar, each to the other paid, the receipt of which is hereby acknowledged, and in consideration of the covenants of said contract of even date herewith, and of the mutual covenants and agreements herein contained, the parties hereto hereby agree, as follows:

FIRST: The Express Company agrees that the gross revenue and income accruing to the Railway Company under sections Eighth, Tenth and Twelfth of said contract shall for each and every year during the term thereof

amount to not less than forty-five per cent. of the gross revenue of the Express Company derived from business done over and upon the line of the Railway Company, under the terms of said contract.

SECOND: The Express Company hereby agrees that if the payments provided for in said contract attached hereto for any year ending June 30th, during the term thereof, shall, under the terms of said contract, be less than forty-five per cent. of the said gross income of the Express Company for said year, then, on, or before the first day of August following, the Express Company will pay to the Railway Company a sum equal to the difference between forty-five per cent. of said gross revenue, and the amount theretofore paid to the Railway Company, in accordance with the terms of said contract for said year.

THIRD: It is further stipulated and agreed that the exclusiveness of the privileges granted to the Express Company, under Article Nineteenth of said contract, shall apply and be binding upon the Railway Company, its successors and assigns only so far as the same may be lawful; and if any controversy shall arise between the Railway Company and any person or persons, or any corporation not parties to this agreement, as to the lawful right of the exclusive privileges under said contract, the Express Company hereby binds itself to save the Railway Company harmless and indemnify it from all costs, damages and expenses, in relation to such controversy—of which controversy the Railway Company will give notice to the Express Company. If, as a result of such controversy, the Railway Company shall be ordered or required by judgment or decree of a court of competent jurisdiction, and of last resort, to extend to any other person or persons, or to any corporation, Express privileges contracted to the Express Company, which would diminish the receipts of said Express Company, the Railway Company will obey the mandate of such court, but any net sums of money (after deducting all expenses and charges) received by the Railway Company from such other person or persons or corporations, on account of express business contracted to the Express Company, shall be deducted from the guarantee made by the Express Company under Article Twelfth of said contract of even date here-

with.

IN WITNESS WHEREOF, both of said parties, by their proper officers, having been thereunto previously authorized, have hereunto set their hands and seals on the day and date first above written.

GEORGIA SOUTHERN & FLORIDA RAILWAY COMPANY,

[Seal.] By WILLIAM CHECKLEY SHAW,
Vice President.

Attest: BEN C. SMITH, Secretary.
SOUTHERN EXPRESS COMPANY,

[Seal] By M. J. O'BRIEN,
Vice President and General Manager.
Attest: G. H. TILLEY, Secretary.

CONTRACT WITH
JACKSONVILLE, ST. AUGUSTINE & INDIAN
RIVER RAILWAY.

Effective November 1, 1893.

THIS AGREEMENT made and entered into between the Jacksonville, St. Augustine & Indian River Railway Company, a corporation of Florida, party of the first part, hereinafter referred to as the Railway Company, its successors and assigns, and the Southern Express Company, a corporation of Georgia, party of the second part, hereinafter referred to as the Express Company, its successors and assigns.

WITNESSETH:

FIRST: That for and in consideration of the amounts hereinafter named to be paid by the Express Company, the Railway Company agrees and binds itself to provide on each of its daily mail or Express passenger trains (excepting those known as Limited trains), on main line branches, and such other roads, branches or extensions thereafter as are now or may be hereafter owned, leased or operated by the said Jacksonville, St. Augustine & Indian River Ry., in either direction, good and suitable ac-

commodations in cars or parts of cars, warmed, watered and lighted, for the safe carriage of the messengers and matter offered exclusively by the Express Company for transportation; it being understood that not exceeding one whole car for regular Express business will be provided on any train, except at the option of the Railway Company, and for mutual accommodation the space unoccupied by the Express Company in such car, shall always be at the use of the Railway Company when desired for its baggage, and the Express Company shall have the use for its matter of any unoccupied space in the baggage car or compartment of the Railway Company when needed. All cars or parts thereof assigned to the use of the said Express Company to be plainly lettered "Southern Express Company."

It is further understood that no manner or character of freight or Express shall be carried on said Limited trains, except by the Express Company, with the consent of the Railway Company.

SECOND: That for the promotion of mutual interest all manner and character of freight business, which in the judgment of the Railway Company, can with safety and advantage to the interest of said Railway Company, be transported upon its passenger trains shall have accommodation thereon, and be in exclusive custody and direction of the Express Company, excepting the United States Mail or baggage of passengers, and such other matter for the carriage of which the Railway Company, its agents or servants, makes no charge.

THIRD: The Railway Company stipulates that the rate or charges per hundred pounds on local freight, made by the Express Company, shall be at least twenty-five per cent. more than the class freight rates of said Railway Company, for any freights which originate at initial points and destined for intermediate points, or vice versa, upon its lines, it being expressly understood, however, that on all business, regardless of its origin or destination, which is competitive or can be reached by other routes, or transported by United States Mail, the Express Company may regulate and fix its own rates. Such rates, however, shall receive the approval of the Railway Company, and be discontinued if same are disapproved.

FOURTH: It is further agreed that whenever practi

cable and without detriment or responsibility to the Railway Company, it will permit its agents to act as agents for the Express Company, but in no case is the Express Company to pay said agents any additional compensation to that paid by the Railway Company, for the services thus rendered, without the consent of the Railway Company, and in case said consent is given the Railway Company shall be forthwith notified of the amount of compensation proposed to be paid to said agents by the Express Company, as also any charges subsequently made, and it is expressly agreed by said Express Company that the said Railway Company shall not be responsible for the acts or omissions of any of its agents when acting as the agents of the Express Company under this agreement. It is also agreed that the service which may be so rendered for the Express Company, shall not retard or delay the business of the Railway Company.

It is also understood and agreed that the Railway Company will allow, when and where it can conveniently do so, the reasonable use of its depots, except at St. Augustine and other terminal points, to the Express Company for the purposes of this contract, free of charge, and will grant and provide upon the right of way or other grounds of the Railway Company, such space as it can spare for building such offices or other accommodations, as the Express Company may desire to construct at its own expense and risk, and this agreement shall constitute a lease between the parties hereto for such right of way or other grounds, until such time as the Railway Company shall notify in writing the Express Company of its desire to resume occupancy thereof, whereupon the Express Company shall within ninety days surrender the full and unencumbered use of said right of way, or other premises, to said Railway Company.

FIFTH: The same system of weights used by the Railway Company in the transportation of its freights, shall apply to the Express Company in its transportation for the public.

SIXTH: The Railway Company shall issue and deliver to the Express Company, on its request, passes for the free transportation over said Railway Company's lines, of the officers and employes of the Express Company while traveling on its business.

SEVENTH: The employes of the Express Company shall be subject to the rules of the Railway Company made for the government of the employes while on the trains or about the premises of the Railway Company, but said rules shall not conflict with the proper duties of said employes of the Express Company, or unnecessarily interfere with them in the discharge of their duties, and in the event of any legal liability as determined against the Railway Company for personal injury, death or otherwise, of any employes of said Express Company, on duty, whether on the trains or about the premises of said Railway Company, the Railway Company being legally obliged to pay any sum of money for such liability, then and in that event it is hereby distinctly agreed that such liability shall be assumed and paid by the Express Company to the Railway Company. Said Express Company assumes all liabilities to all parties, for loss or damage to express matter in its possession, and it agrees to save said Railway Company from and against any loss or damage to any such matter, excepting only for loss or damage resulting from the fraud or negligence of the servants of the Railway Company.

EIGHTH: The Express Company agrees to utilize the cars and space allotted for the express business to the best advantage, so as to secure for both parties hereto the largest revenue practicable from said traffic, and to conduct its business in a systematic and efficient manner so as to secure as large a development as possible, of the business to be so conducted. The Express Company also agrees to give to the Railway Company its entire business for points on the Railway Company's lines, reached by rail or water.

NINTH: For and in consideration of the exclusive privileges and facilities herein enumerated, it is agreed that the gross revenue earned and collected by the Express Company, solely on Express traffic done over the lines of the Railway Company, excepting fish, oysters, fruits and vegetables, shall be accounted for and divided as follows:

Upon all gold and silver bullion, jewelry, specie and money carried by the Express Company, the latter shall make its own rates and pay said Railway Company twenty-five per cent. of such rates upon all shipments over said Railway Company's lines.

Of the revenues collected on local business—that is to say, freight or freight parcel business originating at terminal or intermediate stations on the lines of the Railway Company, and destined to terminal or intermediate points—the Express Company shall pay forty-five per cent. of same to the Railway Company. All other express, freight and freight parcel shall be considered as through business, for which the Railway Company shall receive forty per cent.

On fish and oysters, the Express Company will pay to the Railway Company such rates per hundred pounds, or per package, as said Railway Company may obtain for transporting same on its freight trains; and on fruits and vegetables the Express Company will pay the Railway Company ten per cent. in addition to such rates per hundred pounds, or per package, as said Railway Company may obtain for transporting same upon its freight trains.

It is also understood and agreed by the parties hereto that under the conditions of this contract, when freight charges on fruits, vegetables, fish and oysters sent by all rail lines, are from any cause uncollectible at destination, each party will abate its proportion of such charges.

TENTH: The Express Company will cause to be kept and rendered monthly, accurate accounts of all business transacted by it over the lines of the Railway Company, and the said Express Company agrees to pay over to the Railway Company, monthly, at St. Augustine, Florida, any and all amounts due to the Railway Company under this agreement. For the verification of the correctness of such monthly payments, all the waybills, books and papers of the Express Company relating to the business between the parties to this agreement, shall be subject to the inspection of persons designated by the Railway Company for that purpose, and all such waybills, books and papers shall be preserved by the Express Company for at least twelve months after the rendition of the accounts based upon them.

ELEVENTH: The Express Company will transport free of charge the properly sealed money packages, remittances, collections or other matter of the Railway Company, on and over the lines of the latter, at the risk of the Railway Company, excepting for loss thereto which

may result from neglect or dishonesty of the employees of the Express Company. But for any and all matter destined beyond the lines of said Railway Company, the Express Company will charge for the service beyond the lines of said Railway Company, two-thirds of the regular rates, and assume responsibility therefor according to the terms of its receipt. It is however understood and agreed that the free transportation or special rates referred to will apply only to money remittances of the Railway Company, on account of railway business, but not to any banking or other business.

TWELFTH: The Express Company shall not carry any express matter of a dangerous nature, and will not knowingly under any circumstances, undertake to carry over the lines of the Railway Company or on any of its trains, any powder, nitroglycerine, naphtha, kerosine, or any articles explosive or highly inflammable.

THIRTEENTH: When the parties hereto employ the same agent the receipt of the Express Messenger on the train for matter solely for the Railroad Company shall constitute a delivery to the Express Company, and the receipt of the party to whom addressed, or his representative shall constitute a delivery to the Railway Company, of all matter from and for said Railway Company.

FOURTEENTH: The Railway Company will transport free by its freight trains or otherwise, over its lines, at the risk of the Express Company, all supplies and equipment intended for the use of the Express Company on the lines of the Railway Company.

FIFTEENTH: As the object and aim of this agreement is to obtain for the parties in interest, advantageous results, and to serve the public to best advantage, mutual-co-operation is hereby pledged, and each will assist the other in the effort to attain the results desired.

SIXTEENTH: It is hereby mutually agreed that at any time during the existence of this agreement, if the percentage, and rates herein named shall be unsatisfactory to either party hereto, the same shall be revised.

SEVENTEENTH: This contract shall take effect on the first day of November, eighteen hundred and ninety-three (1893) and shall remain in full force and effect for the period of twenty (20) years and thereafter until ninety (90) days notice in writing is given by either party of its intention or desire to terminate the same.

IN WITNESS WHEREOF the parties hereto have caused these presents to be sealed and signed by their respective officers, this twelfth day of October, 1893.

JACKSONVILLE, ST. AUGUSTINE & INDIAN
RIVER RAILWAY COMPANY,

[Seal] By H. M. FLAGLER, President.
SOUTHERN EXPRESS COMPANY,

[Seal] By M. J. O'BRIEN,
Vice President.

CONTRACT WITH THE
ATLANTIC, VALDOSTA AND WESTERN RAILWAY
COMPANY.

Effective March 1, 1899.

THIS CONTRACT, made and entered into this first day of March, 1899, between the Atlantic, Valdosta & Western Railway, its successors and assigns, party of the first part, and the SOUTHERN EXPRESS COMPANY, its successors and assigns, party of the second part, hereinafter called the Express Company.

WITNESSETH:

WHEREAS, the Railway Company desires that all Express business conducted over its lines, as they may now or hereafter exist, shall be under the sole and exclusive control and direction of the Express Company, for the mutual benefit and account of the parties hereto, the revenues from which shall be proportioned as hereinafter defined and agreed.

THAT THEREFORE, it is hereby agreed as follows:

FIRST: That for and in consideration of the covenants and agreements hereinafter contained, to be kept and performed by the Express Company, the Railway Company agrees and binds itself, so far as it can lawfully do so, to furnish to said Express Company only, all the facilities it may require for the safe carriage of such Express freight as the Express Company may offer for transportation, over the Railroads, or other lines, of the Railway Company, and such other lines, roads, branches and extensions thereof as are now, or may hereafter, be

owned, leased, controlled or operated by it, during the existence of this agreement.

SECOND: That, for the promotion of mutual and public interests, all manner and character of freight business offered for transportation by the Express Company, shall have accommodation on passenger or special trains of the Railway Company, and to be in the sole and exclusive custody and direction of the Express Company, excepting the United States Mail, or extra baggage accompanied by passengers, or matter for the carriage of which the Railway Company, its agents or servants, makes no charge. It being understood that all other manner and character of property transported on passenger trains shall be considered Express matter in the meaning and intent of this agreement, except as hereinafter stated.

THIRD: That so far as it may lawfully do so, the Railway Company will not permit its employes to receive for transportation, or carry in cars attached to passenger trains, freight or other matter, on which charges have been, or are to be collected, but same shall be turned over to the custody of the Express Company, except that this shall not prevent the Railway Company from transporting any car loads of freight on its regular passenger trains or its mixed passenger freight trains, which it should carry on such trains in the performance of public duty, not inconsistent with the undertaking of the Railway Company to delegate to the Express Company the Express privileges on its passenger trains.

FOURTH: That the Railway Company agrees to provide on each and every one of their daily mail, express or other passenger trains, good and suitable accommodations in cars, or parts of cars, warmed, lighted and watered, for the safe carriage of the Messenger and matter offered by the Express Company for transportation; and, for mutual accommodation, the space unoccupied by the Express Company, in such cars or parts of cars, shall always be at the use of the Railway Company, when desired for its baggage, and the Express Company shall have the use for its matter of any unoccupied space in the baggage or compartments of the Railway Company, when needed. All cars or portions thereof assigned to the use of said Express Company to be plainly lettered "SOUTHERN
7 R. R.

EXPRESS COMPANY," with Company's Emblem "Eagle and Safe."

FIFTH: That the Railway Company stipulates and conditions that the rates or charges per hundred pounds, on local freight made by the Express Company, shall not be less than fifty (50) per cent. higher than the class freight rates of the Railway Company; it being understood, however, that on all business, regardless of its origin or destination, which is competitive, or can be reached by other lines, and matter which can be transported by United States Mails, the Express Company may regulate and fix their own rates.

SIXTH: That it is further agreed, the Railway Company will require its agents to act as Express agents, for the Express Company exclusively, for such compensation as may be fixed by the Express Company, and it is expressly agreed by said Express Company that the said Railway Company shall not be responsible for the acts or omissions of any of said agents when acting as agent of the said Express Company under this agreement. The Railway Company will also, when desired by the said Express Company, permit its conductors or baggage masters to act as Express messengers conditional upon the Express Company paying such portion of their salaries as may be ultimately agreed upon.

It is also understood and agreed that the Railway Company will allow the use of their warehouses or depots to the Express Company for the purpose of this contract, without rental or charge therefor, and also grant and provide upon the right of way, or other grounds of the Railway Company, such space for building such offices or other accommodations as the Express Company may desire to construct at its own expense and risk, and this agreement shall constitute a lease between the parties hereto for such right of way, or other grounds, and no similar privileges or accommodations will be granted to any other Express Company, unless required by law, location of such space to be dictated by the Railway Company.

SEVENTH: The same system of estimated weights used by the Railway Company, in the transportation of its freight, shall apply to the Express Company in its transportation for the public; and where it is the custom

of the Railway Company to return empties free, the Express Company may do likewise.

EIGHTH: That the Railway Company hereby agrees, as far as it may lawfully do so, and as part of this consideration, to furnish free transportation for all officers, agents and servants of the Express Company, while engaged in the business contemplated by this agreement.

NINTH: That the employes of the Express Company shall be subject to the rules of the Railway Company, made for the government of its employes, while on the trains, but said rules shall not conflict with the proper duties of said employes of the Express Company, or unnecessarily interfere with them in the discharge of their duties.

TENTH: That the Railway Company will transport free over the lines covered by this agreement, all personal property belonging to the Express Company required for the use of its business, the Express Company assuming all risk of loss or damage to such property so transported.

ELEVENTH: That for, and in consideration of the exclusive privileges and facilities herein enumerated to be provided and maintained by the Railway Company, it is mutually agreed that the gross revenue earned and collected by the Express Company, for all manner and character of freight business (excepting money business, the revenues from which shall be retained exclusively by the Express Company), done on and over the lines of the Railway Company aforesaid, shall be apportioned between the parties hereto as follows::

The Railway Company shall be entitled to receive for local business, forty-five (45) per cent. and the Express Company shall be entitled to receive fifty-five (55) per cent., and for competitive business the Railway Company shall receive forty (40) per cent., and the Express Company shall be entitled to receive sixty (60) per cent., guaranteeing to the Railway Company that its proportion, as minimum, shall not be less than its full open and public tariff rates, or its proportion of same.

The proportion of revenue accruing to the Railway Company on such of the business herein defined, as originates at, or is destined to, points beyond the lines of the Railway Company, shall be determined pro-rata per mile,

according to the entire distance carried.

TWELFTH: That the Express Company will cause to be kept and rendered accurate accounts of all business transacted by it over the lines of the Railway Company aforesaid, and will pay over to said Railway Company, monthly, any and all proportions which said Railway Company shall be entitled to receive under this agreement for the business of the previous month, and for the verification and correctness of such accounting, the said Railway Company shall have the right to examine, at the Auditing Department of the Express Company, all books or papers pertaining to such business, and said books and papers of the Express Company shall be preserved for at least twelve months thereafter for said purpose.

THIRTEENTH: That no responsibility shall attach to the Railway Company for any goods, money or other articles that may be transported on and over its lines in the custody of the Express Company, except for the loss or damage which may result from neglect of the Railway Company, its agents or servants, and, whenever desired, the employes of the Railway Company will assist the agents and messengers of the Express Company in handling, loading and unloading Express matter.

FOURTEENTH: That the Express Company will transport free of charge, the properly sealed money packages, remittances, collections or other matter of the Railway Company, on and over the lines of the latter, at the risk of the Railway Company, excepting for losses thereto which may result from the neglect or dishonesty of the employes of the Express Company; and for all matter destined beyond the lines of said Railway Company, for points reached by the lines of the Express Company, said Express Company will charge for its services beyond the lines of said Railway Company, two-thirds of its regular rate, and assume responsibility according to the terms of its receipt. It is, however, understood and agreed that the free transportation or special rates referred to will apply only to money remittances, collections, or other matter of the Railway Company, on account of Railway business, and the Railway Company, or its representative will receive and receipt for same at the office of the Express Company.

FIFTEENTH: That, when the parties hereto, employ

the same agent, the receipt of the Express Messenger on the train, for matter solely for the Railway Company, shall constitute a delivery to the Express Company, and the receipt of the party to whom addressed, or his representative, shall constitute a delivery to the Railway Company.

SIXTEENTH: That this agreement shall take effect on the first day of March, 1899, and shall remain in force for a period of five (5) years, therefrom, and shall be continued thereafter until ninety (90) days' notice in writing is given by either party of its intention or desire to alter or terminate same.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed by their respective officers, duly authorized, the day and year above first written.

THE ATLANTIC, VALDOSTA & WESTERN RY

By E. C. LONG, Vice Pres. and Gen. Mgr.

Attest: J. T. MEDLIN.

THE SOUTHERN EXPRESS COMPANY.

By W. K. HAILE, Superintendent.

Attest: A. W. PALMER.

COPY OF CONTRACT WITH THE CARRABELLE,
TALLAHASSEE & GEORGIA RAILROAD.

Taking Effect February 15th, 1894.

This agreement made and entered into between the Carrabelle, Tallahassee & Georgia Railroad Company, party of the first part, and the Southern Express Company, party of the second part,

WITNESSETH:

First: That for and in consideration of the amounts hereinafter named to be paid by the party of the second part, party of the first part agrees and binds itself to furnish said second party exclusive and sufficient facilities for the safe carriage of such express freight matter

as the party of the second part may offer for transportation over the lines of railroad of the said party of the first part, and such extensions and branches thereof as may hereafter be owned, leased or operated by said railroad company.

Second. That for the promotion of mutual and public interest, all manner and character of freight which is transported over said railroad in strictly passenger trains shall be in custody and direction of the party of the second part, excepting the United States mail, baggage or extra baggage accompanied by passengers, and such other matter for the carriage of which the party of the first part, its agents or servants, make no charge.

Third. The party of the first part agrees to provide on each and every one of its daily mail, express, and other passenger trains, on main line and branches in either direction, good and suitable accommodation in cars or parts of cars, warmed, lighted and watered, for the safe carriage of messengers and matter offered by the party of the second part for transportation; and for mutual accommodation, the space unoccupied by the party of the second part in such cars shall be at the use of the party of the first part when desired for its baggage, and the party of the second part have the use for its matter of any unoccupied space in the baggage car or compartment of the party of the first part when needed.

Fourth. The party of the first part stipulates and conditions that rates or charges per hundred pounds on local freight made by the party of the second part shall not be less than the class freight rate of the said first party for any freight which originates at initial and is destined for intermediate or terminal points, or vice versa, upon its lines; such rates to be subject to the approval of the party of the first part, and to be discontinued whenever such approval is withdrawn; it being understood, however, that on all business, regardless of its origin or destination, which is competitive or can be reached by other routes, and matter which can be transported by United States mail, the party of the second part may regulate and fix its own rates, such rates to receive the approval of the party of the first part, and to be discontinued if such approval is withdrawn.

Fifth. It is further agreed that whenever practicable

and without detriment or responsibility to the party of the first part, it will permit its agents to act as agents for the party of the second part, for such reasonable compensation as may be agreed upon by said agents and said second party; but such compensation paid or agreed to be paid by such agents shall be made known to and approved by the first party on application, and it is expressly agreed by said second party that the said first party shall not be responsible for the acts and omissions of any of its agents when acting as the agents of the second party under its agreement, it being understood that the service so to be rendered for the second party shall not retard or delay the business of the party of the first part. It is also agreed and understood that the party of the first part will allow when and where it can conveniently do so the use of its warehouses and depots to the party of the second part for the purpose of this contract, without rental or charge therefor, and also grant or provide upon the right of way or other grounds of the party of the first part, such space as it can accord for building such offices or other accommodations as the party of the second part may desire to construct at its own expense and risk—and this agreement shall constitute a lease between the two parties hereto for such right of way or other ground until such time as the party of the first part shall notify in writing its desire to resume occupation thereof—whereupon the second party shall within ninety days surrender the full and unencumbered use of said right of way or other grounds to the said first party.

Sixth. The same system of weights used by the party of the first part in the transportation of its freights shall apply to the party of the second part in its transportation for the public.

Seventh. The said party of the first part shall and will issue and deliver to the said party of the second part, on its request, passes for the free transportation over its lines for all officers and messengers of the said party of the second part while traveling on the regular and usual express business of said party.

Eighth. Employees of the party of the second part shall be subject to the rules of the party of the first part made for the government of its employes while on trains, but said rules shall not conflict with the proper duties of

said employes of the party of the second part, or unnecessarily interfere with them in the discharge of their duties.

Ninth. The party of the second part agrees to utilize the cars and space allotted for its express business, to the best advantage, so as to secure to such parties hereto the largest revenue practicable from said traffic, and to conduct its business in a systematic and efficient manner, so as to secure as large a development as possible of the business so conducted.

Tenth. For and in consideration of the privileges and facilities herein enumerated, it is agreed that the gross revenue earned and collected by the party of the second part solely on express, freight and freight parcel traffic done over the lines of the party of the first part, except that provided for in the twelfth paragraph, shall be accounted for and divided as follows:

Of the revenue collected on local business, that is to say freight or freight parcel business originating at terminal or intermediate stations on the lines of the Railway Company, and destined to terminal or intermediate points, the Express Company shall pay forty-five per cent. of same to the Railroad Company. All other express freight and freight parcel shall be considered as through business, for which the Railway Company shall receive forty per cent.

The proportion of revenue accruing to the party of the first part on business as above defined shall be determined by actual distance carried, and for through business in the manner usual between railroad companies in the division of earnings, pro rata per mile.

Eleventh. For and in consideration of the party of the second part agreeing to give special attention to the solicitation and dispatch of fruit and early vegetables, fish and oyster shipments, the party of the first part agrees to furnish upon reasonable notice whatever accommodations may be necessary for the expeditious conduct of such business on each and all of the trains of the party of the first part, and to charge the said party of the second part on this particular traffic ten per cent. less than the proportion it, the party of the first part, receives on any through rate on the same class of business between the same points and by the same routes. And it is

understood and agreed by the parties hereto that if the freight charges on fruits and vegetables are from any cause uncollectible at destination, each party will abate its proportion of such charges.

Twelfth. The party of the second part will cause to be kept and rendered accurate accounts of all business transacted by it over the lines of the party of the first part, and will pay over to said party monthly any and all amounts shown to be due said party of the first part under this agreement for the business of the preceding month; and for the verification of the correctness of such accounting, the party of the first part shall have the right to examine all books or papers pertaining to such business, and said books or papers of the party of the second part shall be preserved for at least twelve months thereafter for said purpose.

Thirteenth. No responsibility shall attach to the party of the first part for any goods, money or other articles that may be transported on or over its lines for or in the custody of the party of the second part, except damages to freight which may result from the neglect of the party of the first part or its agents or servants, provided no such responsibility shall attach to the party of the first part for specie, gold, or silver bullion, money or for other matter on which the party of the first part receives no compensation.

Fourteenth. The party of the second part will transport free of charge the properly sealed money packages, remittances, collections, or other matter of the party of the first part on and over the lines of the latter, at the risk of said first party, excepting for any loss thereto which may result from the neglect or dishonesty of the party of the second part; and for any and all matter destined beyond the lines of the said first party the party of the second part will charge for service over its lines two-thirds of the regular rate, and assume responsibility according to the terms of its receipt. And the party of the first part agrees, as far as it is lawful to do so, and as part of this consideration, to furnish free transportation for all officers, agents, and servants of the Express Company while engaged in the business contemplated by the agreement, and transport free on freight trains or otherwise, the supplies, equipments, and property used in con-

nection with the conduct of the business of the second party.

Fifteenth. When the parties hereto employ the same agent, the receipt of the express messenger on the train shall constitute the delivery to the party of the second part, and the receipt of the party to whom addressed or his representative shall constitute a delivery to the first party of all matter from and for said party.

Sixteenth. As the object of this agreement is to obtain for the parties in interest advantageous results, and to serve the public to best advantage, mutual co-operation is hereby pledged, and each will assist the other in the effort to obtain the result desired.

Seventeenth. This agreement shall take effect on the fifteenth day of February, 1894, and shall remain in effect and full force for a period of five years therefrom, and shall be continued thereafter and until ninety days notice in writing is given by either party of its intention or desire to terminate the same.

WITNESS WHEREOF the signatures appended the day and year herein first above written.

For the Carrabelle, Tallahassee & Georgia R. R. Co.

(Signed) W. A. SIMMONS, General Counsel.

For the Southern Express Company,

(Signed) C. L. MYERS, Superintendent.

Witness: W. E. MCGILL.

APPENDIX D.

STATISTICAL TABLES.

TABLE NO. 1.

LENGTH AND TERMINALS OF MAIN AND BRANCH LINES OF RAILROADS IN FLORIDA, JUNE 30, 1901.

ROADS REPORTING.	FROM	TO	Miles Between Terminals.	Miles in Florida.	Aggregate Mileage of Roads in Florida.
Atlantic, Valdosta and Western Railway.....	Jacksonville.	Valdosta, Ga.....	118.20	47.57	47.57
Carrabelle, Tallahassee and Georgia Railway..	Carrabelle	Tallahassee.....	50.00	50.00	50.00
Florida East Coast Railway	Jacksonville	Miami.....	412.17	412.17	.....
	Jacksonville.....	Mayport.....	25.38	25.38	.....
	Titusville.....	Enterprise	47.40	47.40	484.95
Florida Midland Railroad.....	Longwood.....	Kissimmee.....	44.00	44.00	44.00
Florida Southern Railroad.....	Palatka.....	Brooksville.....	145.00	145.00	.....
Maine Line.....	Rochelle.....	Gainesville.....	9.29	9.29	.....
	Micanopy Jc	Micanopy.....	3.11	3.11	.....
	Micanopy	Tacoma.....	5.25	5.25	.....
	Oaklawn.....	Citra	6.40	6.40	.....
	Leesburg	Lake Griffin	2.02	5.02	.....
	Leesburg	Lake Harris	1.33	1.33	.....
	Pemberton Jc.....	Pemberton.....	.89	.89	.....
Charlotte Harbor Division	Bartow	Punta Gorda.....	73.15	73.15	246.44
Gainesville and Gulf Railway.....	Sampson City	Fairfield.....	48.00	48.00	18.00
Georgia Southern and Florida Railway	Macon, Ga	Palatka.....	285.00	116.00	116.00
Jacksonville and Southwestern Railroad	Jacksonville	Newberry.....	85.60	85.60	85.60
Live Oak and Gulf Railway.....	Live Oak.....	Peek	18.00	18.00	18.00
Pensacola Railroad.....	Flomaton, Ala.....	Pensacola.....	44.40	44.40	14.40
Pensacola and Atlantic Railroad.....	Pensacola	River Junction	160.14	160.14	160.14
Sanford and Lake Eustis Railway	Sanford.....	Tavares.....	28.62	28.62	28.62
Sanford and St. Petersburg Railroad	Sanford	St. Petersburg	153.33	153.33	153.33
St. Johns and Lake Eustis Railroad	Leesburg	Astor.....	37.94	37.94	.....
	Fort Mason	Land Park	9.48	9.48	47.42
Savannah, Florida and Western Railway	Waycross, Ga	Jacksonville	75.77	44.00	.....
Main Line.....	Dupont, Ga.....	Gainesville	118.34	95.00	.....
	Bainbridge Jc., Ga.....	Chattahoochee	31.23	2.86	.....
	Thomasville, Ga.....	Monticello	23.97	11.64	.....
	Lake City Jc	Lake City	18.90	18.90	.....
	Jacksonville.....	Sanford	124.68	124.68	.....
	DeLand Jc.....	DeLand.....	4.00	4.00	.....
	Sanford	Port Tampa.....	123.76	123.76	.....
	Inverness	Bartow.....	75.42	45.42	.....
	Bartow	Bartow Jc.....	16.20	16.20	.....
	Kissimmee.....	Narcoossee	14.40	14.40	.....
	Sanford	Lake Charm	17.60	17.60	.....
	Santa Fe Jc	Archer.....	23.06	23.06	.....
	Morrison	Juliette	12.30	12.30	.....
Archer Branch	Archer	Morrison	19.62	19.62	.....
Winston and Bone Valley Branch.....	Winston	Tiger Bay.....	25.30	25.30	.....
Tampa and Thonotosassa Branch	Tampa T. & T. Jc.....	Thonotosassa	13.33	13.33	642.07
Seaboard Air Line Railway	Savannah, Ga.....	Jacksonville	138.96	34.16	.....
	Jacksonville.....	River Junction	209.06	209.06	.....
	Fernandina	Cedar Key.....	155.70	155.70	.....
	Waldo.....	Tampa	155.44	155.44	.....
	Drifton	Monticello.....	4.38	4.38	.....
	Tallahassee	St. Marks.....	20.35	20.35	.....
	Fernandina	Amelia Beach.....	2.25	2.25	.....
	Archer	Early Bird.....	23.75	28.75	.....
	Wildwood	Lake Charm.....	70.16	70.16	.....
	Silver Springs Jc.....	Silver Springs.....	1.90	1.90	.....
	Sumterville Jc.....	Sumterville.....	2.07	2.07	.....
	Summerfield	South Lake Weir..	7.65	7.65	.....
	Starke.....	Osceola.....	36.90	36.90	728.77
Silver Springs, Ocala and Gulf Railroad	Ocala	Gulf Jc	26.26	26.26	.....
	Gulf Jc	Homosassa	21.90	21.90	.....
	Gulf Jc	Inverness.....	15.76	15.76	63.92
Tavares and Gulf Railroad	Ellsworth	Winter Garden.....	25.71	25.71	.....
	Waits Jc.....	Clermont.....	5.93	5.93	.....
	Tavares	Ellsworth Jc.....	3.39	3.39	35.03
Yellow River Railroad.....	Crestview.....	State Line	25.90	25.90	25.90
Total in Florida.....				3,070.16	3,070.16

NOTE—No reports have been received from the following Railroads:

Georgia, Florida and Alabama,
Pensacola and Andalusia,
Pensacola, Alabama and Tennessee,
South Georgia,
Tallahassee Southeastern,
Valdosta Southern.

TABLE NO. 2.

MILEAGE OF RAILROADS IN FLORIDA, JUNE 30, 1901.

NAMES OF RAILROADS.	Miles of Main Track.	Miles of Yard Track and siding.	Miles of Branches and spurs.	Total Mileage Operated.
Atlantic, Valdosta and Western.....	39.07	9.08	8.50	56.65
Carrabelle, Tallahassee and Georgia.	50.00	3.58		53.58
Florida East Coast.....	484.95	53.94		538.89
Florida Midland.....	44.00	.53		44.53
Florida Southern.....	218.15	30.60	28.29	277.04
Gainesville and Gulf.....	48.00	2.00		50.00
Georgia, Florida and Alabama.....	23.00	.38		23.38
Georgia Southern and Florida.....	116.00	11.38		127.38
Jacksonville and Southwestern.....	85.60	6.00		91.60
Live Oak and Gulf.....	18.00			18.00
Pensacola Railroad.....	44.21	29.54		73.75
Pensacola and Andalusia*.....	20.00	1.00		21.00
Pensacola and Atlantic.....	160.14	7.49		167.63
Pensacola, Alabama and Tennessee*..	23.30	2.35		25.65
Sanford and Lake Eustis.....	28.62	1.73		30.35
Sanford and St. Petersburg.....	153.33	11.50		164.83
St. Johns and Lake Eustis.....	37.94	1.74	9.48	49.16
Savannah, Florida and Western....	(a) 291.40	113.20	331.05	735.65
Seaboard Air Line.....	728.77		11.12	739.89
South Georgia.....	12.41	.12		12.53
Silver Springs, Ocala and Gulf.....	63.92		9.75	73.67
Tallahassee Southeastern*.....	20.00			20.00
Tavares and Gulf.....	31.64	1.38		33.02
Valdosta Southern*.....	6.00	.15		6.15
Yellow River Railroad.....	25.90	1.22	5.00	32.12
Totals.....	2,774.35	288.91	403.19	3,466.45

*No report filed by railroad. Figures furnished by State Comptroller.

(a) Of this mileage, 42.96 miles are operated under lease.

TABLE NO. 3.

CAPITAL STOCK AND BONDS OF RAILROADS IN FLORIDA, JUNE 30th, 1901.

RAILROADS REPORTING.	Miles Covered by Figures.	CAPITAL STOCK.		BONDS.		AGGREGATE.		EQUIPMENT BONDS.	
		Amount Out- standing.	Amount per Mile for road owned	Amount Out- standing.	Amount per Mile for road owned	Amount Out- standing.	Amount per Mile for road owned	Amount Out- standing.	Amount per Mile for road owned
Atlantic, Valdosta and Western.....	47.57	\$ 804,906 95	\$ 16,920 47	\$ 515,945 31	\$ 10,846 02	\$ 1,320,852 26	\$ 27,766 49	\$ 64,400 00	\$ 1,362 09
Carrabelle, Tallahassee and Georgia.....	50.00	1,000,000 00	20,000 00	500,000 00	10,000 00	1,500,000 00	30,000 00		
Florida East Coast.....	484.95	1,000,000 00	2,062 07	7,100,000 0	14,640 68	8,100,000 00	16,702 75		
Florida Midland.....	44.00								
Florida Southern.....	246.44	125,000 00	6,999 67	4,241,000 00	17,209 05	5,966,000 00	24,208 72		
Gainesville and Gulf.....	48.00	300,000 00	6,250 00	151,000 00	3,125 00	450,000 00	9,375 00	19,309 41	402 28
Georgia Southern and Florida.....	116.00	747,360 00	6,442 76	1,036,260 00	8,933 28	1,783,620 00	15,376 04		
Jacksonville and Southwestern.....	85.60	100,000 00	1,168 22	500,000 00	5,841 10	600,000 00	7,009 32		
Live Oak and Gulf.....	18.00	100,000 00	5,555 55	100,000 00	5,555 55	200,000 00	11,111 10		
Pensacola Railroad.....	44.40	300,000 00	6,756 75	544,000 00	12,252 25	844,000 00	19,009 00		
Pensacola and Atlantic.....	160.14			1,790,000 00	11,177 72	1,790,000 00	11,177 72		
Sanford and Lake Eustis.....	28.62								
Sanford and St. Petersburg.....	153.33	600,000 00	3,913 13	775,000 0	5,054 45	1,375,000 00	8,967 58		
St. Johns and Lake Eustis.....	47.42	100,000 00	2,108 81	491,000 00	10,354 28	591,000 00	12,463 09		
Savannah, Florida and Western.....	579.49	566,070 99	9,605 12	8,917,134 17	15,387 90	14,483,205 16	24,993 02		
Seaboard Air Line.....	739.89	185,390 23	28,633 17	6,799,133 40	9,189 37	27,984,523 63	37,822 54		
Silver Springs, Ocala and Gulf.....	73.67	500,000 00	20,361 07	1,112,000 00	15,094 34	2,612,000 00	35,455 41		
Tavares and Gulf.....	33.02	50,000 00	7,571 16	280,000 00	8,479 71	530,000 00	16,050 87		
Yellow River Railroad.....	25.90	50,000 00	1,930 50	150,000 00	5,791 50	200,000 00	7,722 00		
Totals.....	3,026.44	\$ 3,228,728 17		\$ 35,014,472 88		\$ 70,330,201 05	\$ 23,238 59		
Averages			\$ 11,673 36		\$ 11,565 23				

NOTE:—No reports have been received from the following roads:

Georgia, Florida and Alabama.
Pensacola and Andalusia.
Pensacola, Alabama and Tennessee
South Georgia.
Tallahassee Southeastern
Valdosta Southern.

TABLE NO. 4.

GROSS EARNINGS FROM OPERATION OF RAILROADS IN FLORIDA DURING THE TWELVE MONTHS ENDING JUNE 30, 1901.

RAILROADS REPORTING.	PASSENGER TRAIN EARNINGS.					Total Freight Earnings.	Total Other Earnings.	Total Gross Earnings from Operations.
	Passenger Revenue.	Mail Revenue.	Express Revenue.	Extra Baggage, Storage and other Items.	Total Passenger Earnings.			
Atlantic, Valdosta and Western.....	\$ 19,958 67	\$ 2,761 45	\$ 2,640 91	.....	\$ 25,361 03	\$ 66,449 30	\$ 9,282 67	\$ 101,093 00
Carrabelle, Tallahassee and Georgia.....	16,231 67	3,823 60	2,224 88	\$263 08	22,543 23	26,395 23	13,985 09	62,923 55
Florida East Coast.....	631,091 48	77,810 51	130,173 16	.....	839,075 15	682,288 69	62,492 57	1,583,876 41
Florida Midland.....	55 47	.....	7 16	.....	62 63	3,045 84	6 49	3,114 96
Florida Southern.....	113,343 30	21,707 48	37,687 41	1,398 36	174,136 55	244,186 04	3,005 69	421,328 28
Gainesville and Gulf.....	9,357 33	1,526 95	7,091 22	.....	17,975 50	39,382 05	2,390 80	59,748 35
Georgia Southern and Florida.....	63,845 17	7,004 97	7,698 91	451 39	79,000 44	54,669 21	5,072 00	138,741 68
Jacksonville and Southwestern.....	10,262 81	437 91	.....	7 58	10,708 30	135,103 05	924 45	146,735 80
Live Oak and Gulf.....	3,362 22	743 00	.....	.....	4,105 22	17,371 30	.....	21,476 52
Pensacola Railroad.....	80,615 39	4,651 40	8,201 98	1,806 68	95,275 45	273,932 14	29,810 07	399,017 66
Pensacola and Atlantic.....	134,583 19	13,955 84	7,964 28	3,300 86	159,804 17	324,840 79	4,435 92	489,080 88
Sanford and Lake Eustis.....	1,906 29	.....	313 47	56 14	2,275 90	6,704 14	21 10	9,001 14
Sanford and St. Petersburg.....	31,745 46	9,776 48	10,233 81	301 28	52,057 03	67,705 02	361 97	120,124 02
St. Johns and Lake Eustis.....	2,808 44	2,140 36	464 82	56 03	5,469 65	7,423 97	65 29	12,958 91
Savannah, Florida and Western.....	774,755 36	117,786 58	140,916 43	13,288 83	1,046,747 20	1,992,063 22	67,122 59	3,105,933 01
Seaboard Air Line.....	489,057 74	63,732 06	68,748 50	.....	621,538 30	1,445,739 90	177,652 03	2,244,930 23
Silver Springs, Ocala and Gulf.....	27,118 16	4,577 44	5,625 67	152 06	37,473 33	173,372 61	3,671 35	214,517 29
Tavares and Gulf.....	982 80	1,258 12	670 74	.....	2,911 66	6,524 64	16 52	9,452 82
Yellow River Railroad.....	5,800 16	1,037 76	18 32	.....	6,856 24	28,141 75	101 35	35,099 34
Totals.....	\$ 2,416,881 11	\$ 334,731 91	\$ 430,681 67	\$ 21,082 29	\$ 3,203,376 98	\$ 5,595,338 89	\$ 380,417 98	\$ 9,179,133 85

Note:—No reports have been received from the following railroads:

Georgia, Florida and Alabama.
Pensacola and Andalusia.
Pensacola, Alabama and Tennessee.
South Georgia.
Tallahassee Southeastern.
Valdosta Southern.

TABLE NO. 5.

OPERATING EXPENSES OF RAILROADS IN FLORIDA DURING THE TWELVE MONTHS ENDING JUNE 30, 1901

RAILROADS REPORTING.	Mainten- ance of Ways and Structures.	Mainten- ance of Equipment	Conducting Transporta- tion.	General Ex- penses	Total Oper- ating Ex- penses.	Per cent- age of Op- erating Ex- penses to Gross Earnings.
Atlantic, Valdosta and Western.....	\$ 17,218 87	\$ 12,469 00	\$ 36,680 80	\$ 7,051 00	\$ 76,423 66	75 59
Carrabelle, Tallahassee and Georgia.....	14,129 75	21,129 54	21,613 06	10,007 08	66,880 43	106 29
Florida East Coast.....	432,232 21	104,578 64	508,561 37	54,213 43	1,219,615 65	77 02
Florida Midland.....	1,780 41	254 72	2,237 41	97 15	4,378 72	140 57
Florida Southern.....	96,893 02	40,677 43	163,827 21	12,104 28	313,591 94	74 41
Gainesville and Gulf.....	8,811 02	4,572 22	17,331 32	6,157 50	6,602 62	66 13
Georgia Southern and Florida.....	34,116 52	26,293 12	80,102 44	8,443 41	148,955 50	107 38
Jacksonville and Southwestern.....	24,008 21	19,752 32	54,018 43	12,261 22	110,070 18	75 01
Live Oak and Gulf.....	3,276 80	2,672 28	5,613 43	715 26	9,872 70	45 66
Pensacola Railroad.....	156,465 42	49,469 66	138,662 13	13,736 51	358,338 72	80 80
Pensacola and Atlantic.....	89,488 62	70,370 50	948,567 21	16,968 44	324,494 77	66 35
Sanford and Lake Eustis.....	5,645 47	552 12	4,209 68	144 55	10,551 82	117 22
Sanford and St. Petersburg.....	54,103 37	13,776 50	50,683 40	3,185 25	120,748 52	108 01
St. Johns and Lake Eustis.....	8,300 26	2,076 71	11,409 43	596 63	22,282 93	171 95
Savannah, Florida and Western.....	440,744 50	441,600 55	1,243,082 20	96,485 79	2,212,803 04	71 24
Seaboard Air Line.....	350,454 24	362,101 60	895,342 45	112,699 50	1,720,697 79	76 62
Silver Springs, Ocala and Gulf.....	22,550 91	12,571 06	61,946 95	9,051 60	106,129 55	49 47
Tavares and Gulf.....	5,350 97	848 80	4,508 81	3,164 44	14,881 21	146 95
Yellow River Railroad.....	15,168 60	2,666 83	9,930 72	2,585 30	30,281 54	86 24
Totals.....	\$ 1,780,815 33	\$ 1,245,020 68	\$ 3,551,028 85	\$ 358,422 46	\$ 6,915,296 32	75 33

NOTE:—No reports have been received from the following railroads:—

Georgia, Florida and Alabama
 Pensacola and Andalusia
 Pensacola, Alabama and Tennessee
 Valdosta Southern South Georgia.
 Tallahassee Southeastern

TABLE NO. 6.

STATEMENT OF FREIGHT EARNINGS, PASSENGER EARNINGS, GROSS EARNINGS FROM ALL SOURCES, OPERATING EXPENSES AND NET EARNINGS (OR DEFICIT) PER MILE OF ROAD FOR THE RAILROADS OF FLORIDA FOR THE YEAR ENDED JUNE 30, 1901.

RAILROAD REPORTING.	Mileage Used as Divisor.	Freight earnings per mile of Road.	Passenger, Mail and Express Earnings per mile of Road.	Gross Earnings from all sources per mile of Road.	Operating expenses per Mile of Road.	Net Earnings per Mile of Road.	Deficit per Mile of Road.
Atlantic Valdosta and Western *	45 57	\$ 354 34	\$ 149 00	\$ 551 05	\$ 431 77	\$ 119 27	
Carrabelle, Tallahassee and Georgia	50 00	527 90	450 86	1,258 47	1,337 60		\$ 79 13
Florida East Coast	484 95	1,406 93	1,730 18	3,266 02	2 514 03	751 99	
Florida Midland	44 00	69 22	1 42	70 79	99 51		28 72
Florida Southern	246 44	990 85	706 01	1,700 66	1,672 40	437 17	
Gainesville and Gulf	48 00	820 4	374 48	1,244 75	768 80	475 95	
Georgia Southern and Florida	116 00	47 29	661 04	1,106 05	1,284 10		88 05
Jacksonville and Southwestern	85 60	1,574 30	125 09	1,714 20	1,285 86	428 34	
Live Oak and Gulf	18 00	995 07	2 8 06	1,193 14	548 8	644 66	
Pensacola Railroad	44 40	6,169 61	2 145 84	8,686 88	8,070 58	916 30	
Pensacola and Atlantic	160 14	2,028 48	997 90	3,094 08	2,026 32	1,027 76	
Sanford and Lake Eustis	28 62	234 25	79 52	314 51	368 69		54 18
Sanford and St. Petersburg	153 33	441 56	339 51	783 43	846 20		62 77
St. Johns and Lake Eustis	47 42	156 56	115 34	273 28	460 01		196 62
Savannah, Florida and Western	642 07	3,102 6	1,630 26	4,837 37	3,446 35	1,391 01	
Seaboard Air Line	728 77	1,968 59	840 04	3,034 14	2,324 80	709 34	
Silver Springs, Ocala and Gulf	73 07	2,353 37	508 65	2,911 87	1,440 61	1,471 0	
Tavares and Gulf	35 00	186 42	83 19	270 08	39 60		126 52
Yellow River Railroad	25 99	1 086 55	264 71	1,355 18	1,169 17	186 01	
Total Mileage	3,079 88						
Averages		\$ 1 816 74	\$ 1,040 00	\$ 2 080 32	\$ 2,245 31	\$ 735 01	

* Figures are for April, May and June, 1901. Other records destroyed by Jacksonville fire, May 3, 1901.

NOTE:—No reports have been received from the following railroads:

Georgia, Florida and Alabama
Pensacola, Alabama and Tennessee
Tallahassee Southeastern

Pensacola and Andalusia
South Georgia
Valdosta Southern

TABLE NO. 7.

STATISTICS OF FREIGHT TRAFFIC OF THE RAILROADS IN FLORIDA, FOR THE TWELVE MONTHS ENDED JUNE 30 1901

RAILROADS REPORTING.	Miles Run by Freight Trains*	Tons Carried of Freight Earning Revenue.	Tons of Freight Carried one mile.	Average Distance Hauls.....Miles	Total Freight Revenue.	Average Receipts per ton of Freight.			TOTAL FREIGHT EARNINGS	Freight earnings per Mile of Road per Year	Freight earnings per train	
						Dollars	Cents	Mills			Dollars	Mills
Atlantic, Valdosta and Western (a).....	37,418	24,496	1,508,203	64.40	\$ 16,753.4	71	6	11	\$ 16,753.40	\$ 354.34	1.50	1
Carrabelle, Tallahassee and Georgia.....	30,300	27,808	1,300,000	50.00	26,395.2	5	6	10	26,395.23	527.00	87	1
Florida East Coast.....	384,023	230,118	35,500,110	107.45	682,288.6	2	60	17	682,288.60	1,406.93	1.77	6
Florida Midland.....	7,072	3,310	46,721	14.11	3,045.8	02	6	5	3,045.84	60.22	43	..
Florida Southern.....	106,670	103,610	9,110,000	47.23	244,186.04	1	26	25	244,186.04	990.85	1.24	2
Gainesville and Gulf.....	30,832	44,208	2,073,084	15.00	39,382.0	01	1	18	39,382.05	820.46	1.27	5
Georgia Southern and Florida.....	50,083	73,595	3,442,721	45.42	54,060.21	74	2	16	54,060.21	471.20	1.00	1
Jacksonville and Southwestern (c).....	(b)	20,860	1,376,165	18.00	17,371.30	33	1	46	17,371.30	665.07	b	..
Live Oak and Gulf.....	143,050	802,100	32,219,775	40.21	273,632.14	34	1	18	273,632.14	6,160.64	1.01	5
Pensacola Railroad.....	305,763	226,321	22,068,725	40.45	324,840.70	1	43	5	324,840.79	2,028.48	1.06	2
Pensacola and Atlantic.....	8,648	0,048	121,503	17.53	6,704.14	06	5	55	6,704.14	234.25	24	7
Sanford and Lake Eustis.....	80,830	53,015	2,325,024	43.67	67,705.02	1	47	7	67,705.02	441.50	75	3
Sanford and St. Petersburg.....	27,768	6,606	110,092	16.52	7,423.97	111	3	07	7,423.97	156.56	20	7
Savannah, Florida and Western.....	2,244,608	1,451,700	162,700,011	112.12	1,002,063.22	1	37	2	1,002,063.22	3,102.56	1.00	0
Seaboard Air Line.....	(b)	1,429,605	174,651,025	122.38	1,445,739.90	1	01	1	1,445,739.90	1,968.50	b	..
Silver Springs, Ocala and Gulf.....	107,078	268,541	6,660,277	24.80	173,372.61	04	5	26	173,372.61	2,363.37	1.60	5
Tavares and Gulf.....	27,707	4,101	113,455	27.27	6,524.64	1	56	7	6,524.64	186.42	24	4
Yellow River Railroad (b).....												
Totals.....	3,662,508	4,864,848	458,610,762	64.25	\$ 5,382,308.27	1	10	6	\$ 5,382,308.27	\$ 1,854.44	1.00	1

NOTE:—No reports have been received from the following Railroads:—
Includes mixed trains.

(a) Figures cover only April, May and June, 1901. other records burned.

(b) Not reported.

(c) Mileage and car records destroyed by fire of May 3, 1901.

Georgia, Florida and Alabama.
Pensacola and Andalusia
Pensacola, Alabama and Tennessee.
Tallahassee Southeastern.
Valdosta Southern. South Georgia.

TABLE NO. 8.

STATISTICS OF PASSENGER TRAFFIC OF THE RAILROADS IN FLORIDA FOR THE TWELVE MONTHS ENDED JUNE 30, 1901*

RAILROADS REPORTING.	Miles Run by Passenger Trains.	Number of Revenue Paying Passengers Carried.	Number of Passengers carried One Mile.	Average distance haul of passengers ... miles	Total Revenue from Passenger Fares Strictly.	Average amt. Rec'd from each Pasgr.		Average Re-cpt's per passenger per mile	Total passenger train Earnings (includes Mail, Express, Excess Baggage, Etc.).	Passenger train earnings per Mile of Road.	Passgr Train earnings per train mile.	
						Dollars	cents				Dollars	cents
Atlantic, Valdosta and Western (a)												
Farrabelle,allahassee and Georgia	38,372	14,028	701,400	50.00	\$ 16,231 67	15	7	23	22,543 23	\$ 450 86	58	7.5
Florida East Coast	670,435	439,816	19,401,710	44.25	631,091 38	143	4	32.4	830,075 15	1,730 18	125	15.5
Florida Midland	C	151	2,011	13.32	55 47	30	7	27.5	62 03	1 42	8	8.5
Florida Southern	182,965	110,183	3,668,050	32.75	113,443 30	102	8.6	31.4	174,136 55	706 61	60	1.6
Gainesville and Gulf	39,560	16,151	285,772	17 68	9,357 33	57	0.3	32.7	17,975 50	374 49	45	4.3
Georgia Southern and Florida	169,495	111,220	2,523,024	22.69	61,845 17	57	4	25.3	79,000 44	681 04	46	6.1
Jacksonville and Southwestern (b)	C	6,149	84,055	13 67	3,362 22	54	6.8	4	4,105 22	228 06	C	
Live Oak and Gulf	79,742	124,288	3,314 072	26 66	80,615 39	64	8.6	24.3	95,275 45	2,145 84	117	3.6
Pensacola Railroad	123,671	145,341	5,379,195	37 01	134,583 19	62	5.9	2.5	150,804 17	997 90	63	3.4
Pensacola and Atlantic	C	2,905	55,327	19 05	1,906 29	65	6.2	34.4	2,275 90	79 52	25	4.3
Sanford and Lake Eustis	C	2,905	55,327	19 05	1,906 29	65	6.2	34.4	2,275 90	79 52	25	4.3
Sanford and St. Petersburg	73,627	44,875	1,061,498	23.65	31,745 46	70	7.4	20.9	52,057 03	339 51	70	7
Sa Johns and Lake Eustis	114	5,771	79,428	13.76	2,808 44	48	6.6	35.3	5,060 65	115 34	16	6
St.vannah, Florida and Western	1,078,929	580,478	30,036,848	51.75	774,755 39	133	4.6	2.6	1,046,747 20	1,630 26	84	6.6
Seaboard Air Line	C	339,931	22,539,159	66 30	486,057 71	143	8.6	21.6	621,538 30	840 04	C	
Silver Springs, Ocala and Gulf	17,051	58,236	875,355	15 03	27,118 16	46	5.9	30.0	37,473 33	508 65	45	1.1
Tallahassee and Gulf	C	1,561	21,320	13 66	82 80	60	3.9	46.9	2,911 66	83 19	10	4
Yellow River Railroad (c)												
Totals	2,473,991	2,001,992	90,049,133	44.99	\$2,380,850 47	118	9.7	21 6.4	\$ 3,160,951 41	\$ 1,081 63	112	2.2

NOTE:—No reports have been received from the following railroads:—

(a) Mixed trains, treated as freight trains.

(b) Not reported in shape to enter here.

(c) Mileage and car records destroyed by Jacksonville fire, May 3, 1901

(c) No report.

Georgia, Florida and Alabama

Pensacola and Andalusia

Pensacola, Alabama and Tennessee

Valdosta Southern

Tallahassee Southeastern

South Georgia

TABLE NO. 10.

RAILROADS REPORTING.	Grain	Flour	Other Mill Products	Hay	Tobacco	Cotton	Fruits and Vegetables	Cotton Seed Meal etc.	Cotton Seed	Live Stock	Dressed Meats	Other Packing House Products	Poultry Game and Fish	W
	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.
Atlantic, Valdosta and Western *	(a) 676	...	962	...	...	25	363	...	...	62	...	...	...	...
Carrabelle, Tallahassee and Georgia	381	362	590	238	16	16	274	...	...	14	104	125	80	...
Florida East Coast	...	...	...	...	...	...	39,037	...	...	...	...	...	...	...
Florida Midland	224	143	85	92	2	...	110	...	...	50	13	55	...	...
Florida Southern	11,429	3,434	2,830	3,331	187	324	16,404	...	...	1,166	375	1,771	651	...
Gainesville and Gulf	3,263	1,115	173	112	12	153	7,218	...	...	140	326	3	18	...
Georgia, Southern and Florida	5,186	2,023	2,068	2,655	42	695	2,602	1,079	...	1,387	580	116	50	...
Jacksonville and Southwestern	(a) 1,392	...	...	...	...	534	63	...	885	111	...	...	...	...
Live Oak and Gulf (b)	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Pensacola Railroad	1,935	(c) 788	...	(d) 233	388	164	272	...	...	72	...	250	...	...
Pensacola and Atlantic	3,800	(c) 1,089	...	(d) 904	17	2,403	4,782	...	...	970	...	553	...	...
Sanford and Lake Eustis	437	92	138	104	...	...	143	...	...	...	5	40	...	...
Sanford and St. Petersburg	1,988	441	420	314	33	6	9,640	...	...	87	142	165	125	...
St. Johns and Lake Eustis	512	104	105	64	2	...	411	...	...	...	5	19	...	...
Savannah, Florida and Western	47,666	7,358	20,627	22,693	2,430	34,193	50,603	...	...	7,167	2,265	11,969	904	...
Seaboard Air Line (g)	169,064	5,078	57,200	44,170	19,975	112,456	38,136	...	...	11,488	...	46,938	2,554	...
Silver Springs, Ocala and Gulf	8,878	3,712	3,979	4,700	180	306	12,442	...	...	1,376	957	2,558	102	...
Tavares and Gulf	...	...	...	...	...	...	893	...	...	...	...	...	...	...
Yellow River Railroad	...	...	...	...	...	119	...	...	...	42	...	...	...	...
Totals	256,936	5,739	89,177	79,610	23,284	151,394	183,393	1,079	885	24,132	4,772	64,562	4,484	...

(a) Grain and Hay.

(b) No Itemized Report.

(c) Flour and Meal.

(d) Hay and Hemp.

(e) Both Anthracite and Bituminous Coal.

(f) Ore and Phosphate Rock.

NOTE:—The Seaboard Air Line reports a movement of 17,857 tons of melons—on its entire line.

NOTE 2:—No reports have been received from the following railroads:
Georgia, Florida and Alabama.
Pensacola and Andalusia.Pensacola, Alabama and Tennessee,
South Georgia,

* Figures cover only April, May and June. Records for other months destroyed by Jacksonville fire, May 3, 1901.

FREIGHT TONNAGE MOVEMENT (CLASSIFIED BY COMMODITIES, ETC.) OVER RAILROADS IN FLORIDA DURING THE YEAR ENDED JUNE 30, 1901.

Processed Fats	Other Packing House Products	Poultry Game and Fish	Wool	Hides and Leather	Anthra- cite Coal	Bitumi- nous Coal	Coke	Ores	Salt	Stone, Sand etc.	Phosph- ate Rock	Ferti- lizers	Building Rock and Furnace Rock	Lumber	Cross Ties	Wood	Logs	Shingles	Other and Unclassifi- ed Forest Products	Petroleum and Other Oils	Sugar
TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.
104	125	80	..	14	..	9	..	..	258	..	..	89	..	9,620	2,411	1,738	..	..	..	..
..	..	..	..	3,282	..	..	..	..	..	19,621	..	..	..	8,596	..	..	..	..	3,403	45
13	55	..	..	..	..	..	..	..	..	..	25	183	..	1,203	2	..	..	..	..	12
375	1,771	651	257	182	38	385	63	..	..	9,480	5,325	5,449	..	28,970	1,750	9,444	..	..	..	2,157
326	3	18	11	32	60	..	..	..	..	20	..	..	..	17,544	..	3,200	1,612	..	..	112
580	116	50	1	23	..	166	23	..	..	1,964	..	2,337	..	29,004	..	1,180	..	2,401	..	144
..	..	..	..	..	..	..	..	..	..	..	16,632	1,058	..	17,113	11,536	5,020	82,869	1,720	..	..
..	250	(e)	4	1,039	..	(f)	8,961	23,527	93	30,385	..	(1)	3,843	..	355	407 (j)
..	553	(e)	35	528	..	(f)	25	4,944	1	93,285	..	(1)	3,936	..	696	309 (j)
5	40	..	..	3	17	12	..	..	..	..	..	358	..	1,097	..	876	..	..	..	30
142	165	125	4	14	11	54	..	..	..	526	597	2,242	..	12,772	318	2,648	..	..	..	496
5	19	..	..	8	..	..	..	..	..	..	..	..	..	532	..	13	..	..	..	30
2,265	11,969	904	624	1,017	6,857	31,780	714	70	..	18,003	274,446	70,624	..	314,279	53,958	38,017	8,484	2
..	46,938	2,554	699	2,916	(e) 92,742	1 608	..	188,344	154,972	187,138	..	1,116,672	..	162,133	191,876	23,968	17
957	2,553	102	7	28	353	928	17	..	..	3,709	132,988	3,037	..	13,255	512	2,719	..	..	..	243
..	..	..	..	..	..	..	..	..	..	..	..	..	..	628	..	..	..	..	..	..
..	..	..	14	..	..	..	..	..	..	..	..	..	..	23,195	..	..	..	..	..	..
4,772	64,562	4,484	1,617	7,519	100,117	33,334	817	1,678	1,825	241,667	593,971	300,991	94	1,780,407	70,487	226,988	284,136	4,121	4,454	36,437	21

Bituminous Coal.
Rock.

(g) Items shown are for entire line. The total ton-
nage for Florida was 1,429,607.

(h) Logs, Timber, Tan-bark and Wood.
(i) Palmetto Fibre.

(j) Sugar and Molasses.
(k) Coffee.

Tennessee,

Tallahassee Southeastern,
Valdosta Southern.

NG THE YEAR ENDED JUNE 30, 1901.

	Logs	Shingles	Other and Unclassifi- ed Forest Products	Petroleum and Other Oils	Sugar	Naval Stores	Iron, Pig and Bloom	Iron and Steel Rails	Other Castings and Ma- chinery	Bar and Sheet Metal	Cement, Brick and Lime	Agricul- tural Im- plements	Wagons, Carriages Tools etc.	Wines, Liquors and Beers	House- hold Goods and Furniture	Other Articles	Merchan- dise	Miscellane- ous Other Commodities Not Mention- ed Before	Total Freight Tonnage, Florida
	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.	TONS.
						1,663		42	244		2,884						1,538	1,107	23,427
738					27	11,076	5	5	179	45	74	2	40	50	165	930	279	206	27,608
			3,403	45											55,147		20,980	29,824	230,148
						537		1	42		5		1	2	12		217	285	3,310
				12	4	26,002	290	577	1,553	782	7,463	141	246	695	1,494		12,646	35,715	193,639
444				2,157	633	450		160	212		536	205	323	317	302	(i) 200	1,130	3,826	43,208
200	1,612			112	318	6,288	349	737	1,015	129	3,677	52	162	223	698		757	3,583	73,593
180		2,401		144	199	3,110					402						6,132	8,934	157,511
020	82,869	1,720																	20,896
						48,676	37	309	334		7,355	24		51	35		(k) 19	9,137	138,769
	(l) 3,843		355	407	(j) 76	35,973	1	823	147		667	94		88	79	(l) 229	(k) 129	17,247	173,962
	(l) 3,936		696	309	(j) 208	1,063	56	4	14	1	289	72	1	1	34		362	1,676	6,948
876				30	23	4,143	67	280	342	40	2,064	14	29	129	659		4,292	7,822	53,015
648				496	91	1,911	55	7	11	1	159	1	3	4	63		567	2,062	6,666
13				30	17	150,348	8,517	6,782	11,393	3,287	42,522	645	1,684	5,600	7,532		55,917	118,235	1,451,709
017				8,484	2,499	143,914	11,996	31,433	25,053	1,891	96,678	2,191	6,681	10,738	8,193	(m) 53,119	714,374	156,367	(g) 3,998,081
133	191,876			23,968	17,469	20,937	300	620	1,602	492	1,783	66	228	916	1,021		7,156	36,259	268,541
719				243	175	1,200											1,208	132	4,161
						4,728												5,559	33,657
3,988	284,136	4,121	4,454	36,437	21,739	462,019	21,673	41,780	42,141	6,668	166,558	3,507	9,398	18,814	75,434	54,478	827,703	438,076	6,908,851

(j) Sugar and Molasses.

(k) Coffee.

(l) Cotton ties and bagging.

(m) Cotton Mill Products.

TABLE NO. 9.

COMPARISON OF GROSS EARNINGS, OPERATING EXPENSES AND NET EARNINGS FROM OPERATION OF RAILROADS IN FLORIDA FOR THE TWO YEARS ENDED RESPECTIVELY JUNE 30, 1900 AND JUNE 30, 1901.

RAILROADS REPORTING.	GROSS EARNINGS FROM OPERATION— All Sources.				OPERATING EXPENSES.				RESULTS FROM OPERATION.			
	Year Ended June 30 1900.	Year Ended June 30 1901.	Increase For latter Year	Decrease for latter Year	Year Ended June 30, 1900	Year Ended June 30, 1901	Increase For latter Year	Decrease for latter Year	Year Ended June 30, 1900.		Year Ended June 30, 1901.	
									Net Earnings	Deficit.	Net Earnings	Deficit.
Atlantic, Valdosta and Western (a) ..	\$ 80,050 02	\$ 101,093 08	\$ 21,042 98		\$ 58,722 36	\$ 76,423 66	\$ 17,701 30		\$ 21,327 66		\$ 24,669 34	
Carrabelle, Tallahassee and Georgia ..	68,684 81	62,923 53		5,761 26	65,325 56	66,880 33	1,554 77		3,359 25			3,956 7
Florida East Coast ..	1,253,864 08	1,583,856 1	329,991 43		822,278 75	1,219,615 65	397,336 90		431,586 23		364,240 70	
Florida Midland ..	1,808 00	3,114 0	1,216 06		5,671 00	4,378 72		\$ 1,292 28	\$ 3,773 0			1,263 71
Florida Southern ..	349,405 66	421,328 2	71,922 62		340,760 84	313,591 94	27,177 90		8,645 82		107,746 31	
Gainesville and Gulf ..	36,240 13	59,748 3	23,518 22		33,017 64	30,902 62	3,884 98		3,212 19		22,845 73	
Georgia Southern and Florida (a) ..	157,784 76	138,741 6		19,043 08	174,250 73	148,955 50	25,295 17		16,465 97			10,213 78
Jacksonville and Southwestern ..	60,360 48	146,745 8	77,375 32		46,087 09	110,070 18	63,683 09		24,273 47		36,665 62	
Live Oak and Gulf ..	23,340 13	21,476 5		1,863 61	11,000 17	9,672 77	1,127 40		12,349 96		11,603 7	
Pensacola Railroad ..	421,697 21	399,017 66		22,679 55	288,814 35	358,333 72	69,519 37		132,882 86		40,683 97	
Pensacola and Atlantic ..	466,975 88	480,080 8	22,105 00		335,446 31	324,494 77	10,951 57		131,529 51		164,586 11	
Sanford and Lake Eustis ..	8,449 00	9,001 1	552 14		11,413 00	10,551 82	861 18		2,064 33			1,550 63
Sanford and St. Petersburg ..	85,597 47	120,124 0	34,526 55		123,157 01	126,748 52	6,591 51		37,559 5			9,621 50
St. Johns and Lake Eustis ..	11,177 35	12,958 0	1,781 56		27,674 94	22,282 93	5,392 01		16,497 59			9,324 2
Savannah, Florida and Western (a) ..	1,756,260 29	3,105,933 01	1,349,672 72		1,280,861 46	2,212,803 04	931,941 58		475,398 83		893,129 97	
Seaboard Air Line (a) ..	2,060,436 66	2,244,930 2	184,493 57		1,465,729 61	1,720,097 70	254,368 18		594,707 95		524,832 44	
Silver Springs, Ocala and Gulf ..	278,995 15	214,517 2		64,477 86	125,442 35	106,129 55	19,312 80		153,552 80		108,387 74	
Tavares and Gulf ..	6,878 16	9,452 8	2,574 66		12,516 19	13,881 21	1,365 02		5,638 03			4,428 3
Yellow River Railroad ..	26,582 15	35,099 3	8,517 19		18,893 46	30,281 54	11,388 08		7,688 66		4,817 80	
Totals ..	\$7,163,668 20	\$9,179,133 8	\$2,120,290 92	\$ 113,825 36	\$5,247,071 85	\$6,915,296 32	1,759,634 78	91,410 31	1,999,497 57	82,808 13	2,304,190 54	40,362

(a) For part of line in Florida.

NOTE:—No reports have been received from the following railroads:—
Tallahassee South-eastern
Valdosta Southern

Georgia, Florida and Alabama
Pensacola and Andalusia
Pensacola, Alabama and Tennessee
South Georgia

TABLE NO. 11.

NUMBER OF OFFICERS AND EMPLOYES OF RAILROADS IN FLORIDA, JUNE 30, 1901.

RAILROADS REPORTING.	General Officers	Other Officers	General Office Clerks	Station Agents	Other Station Men	Enginemen	Firemen	Conductors	Other Trainmen	Machinists	Carpenters	Other Shopmen	Section Foremen	Other Trackmen	which include men and watchmen	Telegraph operators and dispatchers	Employees, account Floating Equipment	All Other Employees and Laborers.	Total
Atlantic, Valdosta and Western *	6	7	12	9	32	11	13	2	9	18	4	31	16	112	10	6			303
Carrabelle, Tallahassee and Georgia	3		5	7	2	2	2	2	5	3	2	7	6	30	1	3	19	1	100
Florida East Coast	12	5	48	33	80	41	35	21	63	38	47	151	48	292	16	14		47	991
Florida Midland				3	1	1	1	1				1	2	4					14
Florida Southern	16	5	208	50	20	16	15	11	21	9	20	30	47	120	14	15		112	729
Gainesville and Gulf	5	1	2	15	2	2	2	2	4	1			5	20					60
Georgia Southern and Florida	5	8	44	12	11	10	10	9	18	26	45	144	12	51	2	11		9	407
Jacksonville and Southwestern	5	3	4	5	3	9	9	5	10	7	6	10	10	66	5	4		16	177
Live Oak and Gulf	5		1	2	1	1	1	1	2				1	8					23
Pensacola Railroad	1		3	9	247	13	13	12	35	30	37	98	9	73	24	9		31	614
Pensacola and Atlantic	1		3	21	12	9	9				30		20	124	10	3		34	287
Sanford and Lake Eustis		1		3		1	1	1	1				1	4		2		3	18
Sanford and St. Petersburg	16	5	208	22	3	4	5	4	8	4	6	31	23	35	3	14		98	489
St. Johns and Lake Eustis	15	4	194	6	2	1	1	1	2	2	2	12	4	13	1	6		70	336
Savannah, Florida and Western	16	7	208	166	276	166	168	77	147	161	248	620	211	654	224	80		236	3,674
Seaboard Air Line *	19	21	259	263	355	389	507	225	595	259	450	467	346	2,031	488	264	19	2,187	9,144
Silver Springs, Ocala and Gulf	16	5	208	11	7	9	10	6	8	4	4	19	8	35	7	9		98	464
Savayres and Gulf	2		1	12	1	1	1	1	1				2	6					28
Yellow River Railroad	2	1	1	3		2	2	2	4	1		1	4	24					47
Totals	145	73	1,409	652	1,053	688	805	388	923	563	607	1,603	775	3,702	814	449	38	2,938	17,935

* For entire line

NOTE:--No reports have been received from the following railroads:

Georgia, Florida and Alabama
Pensacola, Alabama and Tennessee
Tallahassee Southeastern

Pensacola and Andalusia
South Georgia
Valdosta Southern

TABLE NO. 13.

ABSTRACT OF INCOME ACCOUNTS OF THE RAILROADS OF FLORIDA FOR THE YEAR ENDING JUNE 30, 1901.

RAILROADS REPORTING.	Net Earnings From Operation During The Year.	Deficit From Operation During the Year.	Other Income During The Year.	Surplus Brought Forward From Last Year.	Deficit Brought Forward From Last Year.	Interest On Funded Debt Accrued.	Other Interest Accrued.	Taxes.	Expended For Permanent Improvement.	Other Deductions for the Year.	Dividends Paid On Capital Stock.	Surplus On June 30, 1901.	Deficit On June 30, 1901.
Atlantic, Valdosta and Western.	\$ 34,075 32			\$ 2,984 93		\$ 26,440 00	\$ 4,060 18	\$ 3,850 91		\$ 5,931 18			\$ 3,212 05
Carrabelle, Tallahassee and Georgia.		\$ 3,951 78			\$ 400,847 72	30,000 00	1,952 50	4,897 61		241 18			441,895 79
Florida East Coast	364,240 76		\$ 40,049 41	153,488 90		247,500 00	55,618 11	60,013 15		986 56		\$ 196,631 24	
Florida Midland		1,213 76	5 31		37,236 72			1,504 25					39,999 41
Florida Southern	107,736 34		26,788 41		1,128,886 92	169,640 00		26,283 45		(a) 12,929 82			1,203,254 42
Gainesville and Gulf	22,845 73		226 01		317 89	9,000 00	4,385 44	2,760 39				668 01	
Georgia Southern and Florida		10,213 88	3,452 95		188,013 81	51,313 50		16,420 07			\$ 26,794 81		289,303 08
Jacksonville Southwestern	36,665 62			23,273 39		30,000 00		420 00				29,519 01	
Live Oak and Gulf	11,603 75							1,118 53				10,481 22	
Pensacola Railroad	4,683 94			b) 87,618 28		34,800 00		9,951 19				83,621 08	(b) 172,493 61
Pensacola and Atlantic	164,586 11				(b) 103,733 40	158,615 00		20,799 21		53,932 10			5,833 00
Sanford and Lake Eustis		1,550 68	663 01					2,328 21		2,067 20			402,888 83
Sanford and St. Petersburg.		9,624 50	3,049 01		346,469 71	31,000 00	132 44	12,117 56		5,994 22			123,859 70
St. Johns and Lake Eustis		9,324 02	518 81		103,006 91		78 91	1,797 28		13,171 45			
Savannah, Florida and Western	893,129 97		95,637 91	376,651 74		482,831 20	3,972 71	100,009 01		178,970 91	233,935 92	365,700 29	
Seaboard Air Line	524,832 44		3,970 01			340,334 68	19,710 00	82,052 63				86,615 75	
Silver Springs, Ocala and Gulf	108,381 74		30,945 01	286,954 60		44,480 00		9,035 09		54,394 45		318,377 90	
Tavares and Gulf		4,418 39			197,678 16	14,000 00	6,025 01	1,428 49	\$ 214 85			57,902 01	223,774 19
Yellow River Railroad	5,077 37			59,084 21		6,000 00		259 57					
Totals	\$2,313,865 09	\$ 40,362 00	\$ 205,267 33	\$ 993,126 05	\$2,503,191 25	\$1,676,004 38	\$ 95,944 85	\$ 357,076 67	\$ 214 85	\$ 328,619 07	\$ 260,730 72	\$1 155,490 51	\$2,905,375 79

(a) Accrued Taxes Not Yet Payable.

(b) Carried To Louisville and Nashville Income Account.
Georgia, Florida and Alabama
Pensacola and AndalusiaTallahassee Southeastern
Valdosta Southern

NOTE:—No reports have been received from the following Railroads:—

TABLE NO. 12

ACCIDENTS TO

RAILROAD EMPLOYEES

AND

TO THE TWELVE MONTHS ENDED JUNE 30, 1901

RAILROADS REPORTING

	EMPLOYEES.						OTHER PERSONS.		Accidents on other than of train, etc.	
	Trainmen		Engine men and Firemen		Other em- ployes		Passengers		Total	
	Injured	Killed	Injured	Killed	Injured	Killed	Injured	Killed	Injured	Killed
Atlantic, Valdosta and Western										
Chesapeake, Baltimore and Georgia										
Florida East	2		4		6		6	3	6	3
Florida Midland										
Florida Southern	7		4	3	14		6	3	10	1
Ga. & Fla. Ry.				3	3					
Georgia, Fla. and Florida	1	1		1	2		1			
Jacksonville and Western	2			2	4				4	
Liv. & Okla. and Gulf										4
Pensacola Railroad	5	1	5		10		1		1	15
Pensacola and Atlantic							1	3	11	11
Sanford and Lake Eustis									1	1
Sanford and St. Petersburg			2		2				3	3
St. Johns and Lake Eustis									1	1
Savannah, Florida and Western	8	109	33	1	29	9	171	1	34	11
Seaboard Air Line	33		3	2	38		1	8	14	2
Silver Springs, Ocala and Gulf	3		2	1	6				8	18
Tavares and Gulf									30	4
Yellow River Railroad										6
Totals	9	162	1	54	1	11	256	1	35	31

NOTE:—No reports have been received from the following railroads:
 Pensacola and Andalusia.
 Pensacola, Alabama and Tennessee.

Georgia, Florida and Alabama.
 Valdosta Southern.
 Tallahassee Southeastern, South Georgia.

TABLE NO 14

STATEMENT SHOWING FOR THE RAILROADS IN FLORIDA THE RATE PER CENT. OF THEIR NET EARNINGS (OR DEFICIT) TO AMOUNT OF THEIR CAPITAL STOCK AND BONDS OUTSTANDING, AND TO THEIR VALUATION AS ASSESSED BY THE STATE COMPTROLLER FOR THE YEAR 1901.

RAILROAD REPORTING.	Valuation Assessed by State Comptroller for taxes of Year 1901.	Total State, Co. & School Dist. Taxes Assessed for Year 1901.	Amount of Capital Stock and Bonds Outstanding.	Net Earnings from Operation Year Ending June 30 1901.	Rate per ct. of net earnings to amt. of st k and Bonds.	Rate per ct. of net earnings to valuation assessed by State Comptroller
Atlantic Valdosta and Western.....	\$ 270,056 55	\$ 4,751 60	\$ 1,320,852 26	\$ 24,669 34	1.86	9 13
Carrabelle, Tallahassee and Georgia.....	223,930 61	4,369 04	1,500,000 00	D 3,056 78	0 26	1 76
Florida East Coast.....	7,719,143 88	52,422 75	8,100,000 00	364,240 76	4 9	13 39
Florida Midland.....	78,277 50	1,439 35		D 1,263 76		1 61
Florida Southern.....	1,385,675 81	27,293 54	5,966,000 00	107,736 34	1.85	7 77
Gainesville and Gulf.....	203,015 66	3,571 59	470,000 00	22,845 73	5 07	11 25
Georgia, Florida and Alabama.....	18,750 00	299 06	(a)	(a)		
Georgia Southern and Florida.....	904,304 16	15,559 19	1,781,620 00	D 10,213 88	D 0 50	1 12
Jacksonville and Southwestern.....	388,600 52	6,946 87	600,000 00	36,665 62	6 11	9 43
Live Oak and Gulf.....	48,865 00	624 94	200,000 00	11,603 75	5.80	23 74
Pensacola Railroad.....	507,104 60	10,598 60	841,000 00	40,683 94	4 82	6 81
Pensacola and Andalusia.....	24,100 00	361 50	(a)	(a)		
Pensacola and Atlantic.....	1,213,768 51	19,833 58	1,700,000 00	164,586 11	9.20	13 56
Pensacola Alabama and Tennessee.....	73,105 00	1,120 12	(a)	(a)		
Sanford and Lake Eustis.....	115,700 00	1,753 82		D 1,550 68		1 34
Sanford and St. Petersburg.....	650,606 39	11,266 62	1,375,000 00	D 9,624 50	D 0 69	1 47
St. Johns and Lake Eustis.....	106,019 50	1,577 87	591,000 00	D 9,324 02	D 1 57	8 79
Savannah, Florida and Western.....	4,673,761 66	82,773 58	14,184,205 16	863,129 97	6 16	19 11
Seaboard Air Line.....	4,637,740 62	79,202 35	27,981,523 63	524,832 44	1 87	11 31
Silver Springs, Ocala and Gulf.....	305,752 38	6,635 70	2,612,000 00	108,387 74	4 53	29 63
Tallahassee Southeastern.....	50,000 00	768 75	(a)	(a)		
Tayares and Gulf.....	115,242 49	1,701 27	30,000 00	D 4,428 39	D 0 83	3 84
Valdosta Southern.....	12,150 00	182 25	(a)	(a)		
Yellow River Railroad.....	49,380 00	722 54	200,000 00	4,817 80	2 41	9 75
Totals.....	\$ 18,925,178 16	\$ 435,708 38	\$ 70,330,201 05	\$ 2,263,837 53	3 21	11 01

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